

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

1/12/09

LEASE NO. GS-03B-09311

THIS LEASE, made and entered into this date by and between Acquest Development Company

whose address is 80 Curtwright Drive
Suite #5
Williamsville, NY 14221

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 30,000 rentable square feet (RSF) of office and related space, which yields 28,900 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed in the Fairview Business Park on approximately 10 acres at 30 Traut Road, Erie, PA 16415 to be used for such purposes as determined by the General Services Administration.

Included in the rent at no additional cost to the government are 74 surface parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on TO BE ESTABLISHED THROUGH SUPPLEMENTAL LEASE AGREEMENT through TO BE ESTABLISHED THROUGH SUPPLEMENTAL LEASE AGREEMENT, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of SEE LEASE RIDER PARAGRAPH 12 at the rate of SEE LEASE RIDER PARAGRAPH 12, Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Acquest Development Company
80 Curtwright Drive, Suite #5
Williamsville, NY 14221

4. The Government may terminate this lease at any time after the fifteenth year by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. Post-award design development and build out of the entire facility, in accordance with the SFO, prototype design, (b)(5); (b)(7)(F) Specifications Group dated 12/18/07, and in coordination with the Government. All tenant alterations to be completed by March 1, 2010. The Facility shall be a direct extension of the prototype design, (b)(5); (b)(7)(F) Specifications Group dated 12/18/07, and the technical submission furnished by the Lessor's proposal documentation which is incorporated by reference into and made a part of this lease agreement. In the event there is a contradiction between the Government's requirements (as stated in the SFO, prototype design, specifications group) and the Lessor's proposal, the more technically superior shall prevail.

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6. The following are attached and made a part hereof:

1. Lease Rider paragraphs 8-18
2. SFO 7PA2175
3. SFO Amendments 1 & 2
4. Acquest Development "BAFO Volume I" dated 10/24/08

Pre-Lease Fire Protection and Life Safety Evaluation Form
Pre-Lease Security Plan
Security Price List
Unique Space Price List
GSA Form 3518 - Representatives and Certifications
GSA Form 3517 - General Clauses
Location and Tax Map
Aerial Photograph
Conditional Commitment Letter
Silvestri Architects P.C. Pennsylvania License
Zoning Compliance
Evidence of Control of Site
Construction Waste Management Statement
Phase I Environmental Site Assessment
Wetlands impact Statement and Delineation
Seismic Compliance Certification
SBU Form B

5. Acquest Development "BAFO Volume II" dated 10/24/08

Building Rendering
Site Plan (Drawing SP-101 dated 6/20/08)
Station Floor Plan (Drawing A101 dated 6/20/08)
Station Elevations (Drawing A301, A302, A301a, A302a dated 6/20/08)
Garage Floor Plan (Drawing A101a dated 6/20/08)
Building Design Narrative
Property Management Plan
Construction Management Plan

7. The following changes were made in this lease prior to its execution: None.

This lease contains 206 pages.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Acquest Development Company

BY

(Signature)

(Signature)

IN PRESENCE OF

(Signature)

(Address)

92 Deer Ridge Getzville NY 14068

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Contracting Officer
(Official title)

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8. In no event shall the Lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

9. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% percent of the total space available in the Lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 30,000 rentable square feet by the total building space of 30,000 rentable square feet.

10. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated, October 24, 2008 which is \$5.02 per ANSI/BOMA Office Area square foot is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

11. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the Lessor shall notify the Contracting Officer, in writing, at least 30 days and no more than 60 days prior to the time the option must be exercised. In the event the Lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

12. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by March 1, 2010. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 20 consecutive calendar years (with the Government maintaining cancellation rights after the 15th year). The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.



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Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.8 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 26 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 20:

***Shell Rent:** (b)(4) annually at a rate of (b)(4) per Rentable Square Foot (RSF),

***Annual Cost of Services:** (b)(4) annually at a rate of (b)(4) per RSF,

***Annual cost for Tenant Improvements:** (b)(4) annually at a rate of (b)(4) per RSF.

***The first (b)(4) of the lease shall be free of any and all rent (including shell, operating and tenant improvement costs).**

In addition to annual rental listed above, the Government will pay a one time lump-sum payment for tenant improvement costs in the following amounts:

- (b)(4) (TI buy down)
- (b)(4) (Unique Space Price List)
- (b)(4) (Security Price list)

Total: (b)(4)

See lease rider paragraph 13 for invoicing instructions.

The Government, at its election, may increase or decrease the amount of the lump sum payment for Tenant Improvements. If this occurs, the tenant improvement rent shall be reduced or increased proportionately using the (b)(4) amortization rate. Additional TI costs amortized (due to change orders) totaling more than \$1,900,000.00 will be amortized over the firm term (15 years).

13. Upon completion and acceptance by the Government of the above referenced lump sum work, the Lessor shall submit an invoice. Payment will be made upon receipt of a properly furnished invoice. The invoice shall be on Acquest Development Company letterhead and reference the date, invoice number, lease number, explanation of services rendered, total amount (b)(4) and PDN number PS0013836. The original invoice should be mailed to: General Services Administration, Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth, TX 76102-0181. A copy of the

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invoice shall be mailed to the Contracting Officer at: General Services Administration, Attn: Christian Townsend, 20 North 8th Street, Philadelphia, PA 19107.

14. The Government may terminate this lease at any time after the fifteenth (15th) full year of occupancy upon 90 days written notice to the Lessor. No rental shall accrue after the effective date of termination (this includes any Tenant Improvement costs amortized in the rent in years 16-20). Said notice shall be computed commencing with the day after the date of mailing.

15. Common Area Factor:

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet is 1.0380622%.

16. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

17. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

18. Adjustment for Vacant Premises:

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced by \$3.00 per ANSI/BOMA Office Area square foot. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

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SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

(b)(5); (b)(7)(F)

IN

ERIE, PENNSYLVANIA

NAME: CHRISTIAN TOWNSEND

TITLE: CONTRACTING OFFICER

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Specifications to Unauthorized Persons is Prohibited.**

The information collection requirements contained in this Solicitation/Contract, which are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately 30,700 rentable square feet of space. The rentable space shall yield approximately 28,000 ANSI/BOMA Office Area (previously Usable) square feet available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO and its attachments, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. irregular space configurations; or
 5. other unusual building features.
 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION

Point of beginning: Lake Erie and Mooreheadville Road. South on Mooreheadville Road to Route 90, southwest on Route 90 to Perry Highway (Route 97), south on Perry Highway to Townhall Road, west on Townhall Road to Peach Street, north on Peach Street to Dorn Road, west on Dorn Road to Hamot Road, north on Hamot Road to Route 90, west on Route 90 to Route 98, north on Route 98 (Avonia Road) until Lake Erie.

1.3 LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2000)

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
2. *Parking.*
 - a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements. Parking provided must meet the requirements of the Attached Prototype Designs.
3. *Location Amenities.*
 - a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within two miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within five miles.

B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.
2. *Parking.*
 - a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements. Parking provided must meet the requirements of the Attached Prototype Designs.
3. *Location Amenities.*
 - a. Adequate eating facilities shall be located within two miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within five miles.

1.4 UNIQUE REQUIREMENTS

The Customs and Border Protection has a unique site plan and space layout. Please see the drawings and documents attached via CD-ROM to better understand the buildings, layouts and rooms required.

Included in CD-ROM format and attached as part of this SFO:

- Attachment #1** – Prototype Design of Rectangular Option for 50 Agent Northern Border Station
- Attachment #2** – Prototype Design of Optional Buildings for 50 Agent Northern Border Station
- Attachment #3** – Design Narrative
- Attachment #4** – Specifications

The Prototype Designs and Specifications attached as part of this SFO are to take precedence over specifications found in Sections 2 through 9 of this SFO.

See Special Requirements Section 10 for drawing clarifications and revisions.

1.5 LEASE TERM (SEP 2000)

The lease term is for twenty years, fifteen years firm. GSA may terminate this lease after the fifteenth year on 90 days written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.6 OFFER DUE DATE

Offers are due by June 27, 2008 and shall remain open until Award

1.7 OCCUPANCY DATE (SEP 2000)

Occupancy is required 365 calendar days after the Contracting Officer issues Lease Award.

1.8 HOW TO OFFER (MAR 2007)

A. Offers shall be submitted to the Contracting Officer at:

Christian Townsend
General Services Administration
Allegheny Service Center
The Strawbridge's Building
20 North 8th Street
Philadelphia, PA 19107

Provide two (2) copies of the submittal. One (1) copy must be spiral bound, double-sided. The other copy must be unbound, single-sided. The proposal must also be submitted in .pdf format on compact disc (CD), submit two CDs.

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO Attachments:

- a Attachment #1 – Rate Structure
- b Attachment #2 – Additional Offer Form
- c Attachment #3 - Prelease Fire Protection and Life Safety Evaluation (Form 12000 and/or Form 12001)
- d Attachment #4 – Prelease Building Security Plan
- e Attachment #5 – Security Unit Price List
- f Attachment #6 – 21 Division Tenant Improvements Cost Summary (TICS) table
- g Attachment #7 – Unique Space Price List

2. GSA Form 1364, Proposal to Lease Space.

3. GSA Form 1217, Lessor's Annual Cost Statement.

Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between the LESSOR AND the GSA Tenant Representative broker (expressed in either % or \$).

4. GSA Form 3518, Representatives and Certifications.

5. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.
 - a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within 10 days.
 - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
6. Site plan, location map, and tax parcel map.
7. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
8. Documents supporting evidence of capability to perform.
 - a. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:
 1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
 2. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
 3. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
 4. Evidence of ownership or control of site.
9. Initial Construction Waste Management statement- (see paragraph 4.2). Note: to be followed by detailed submittal prior to construction commencement.
10. Phase I Environmental Site Assessment - must be in accordance with ASTM 1527-05 (All Appropriate Inquiries Rule) and must have been completed within the last 180 days. If the Phase I ESA indicates any recognized environmental conditions the site owner/developer is responsible for completing any further required environmental documentation (Phase II ESA or Phase III ESA).
11. Wetlands Impact Management:
 - a. All initial offers shall state the likelihood that the project will result in a discharge of fill into a wetland.
 - b. All Final Proposal Revisions shall include:
 - (1) either a written
 - i. determination that selection of the offer will not result in the discharge of fill into a wetland, OR
 - ii. estimate of the cost of obtaining and complying with a written COE authorization for the discharge.
 - AND
 - (2) either
 - i. a wetland delineation performed by the COE or a COE-certified delineator, OR
 - ii. if a delineation is not necessary, a signed statement from the COE.
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Rate structure required from subparagraph B shall include the following:
 - a. A lease rate per square foot for the building shell rental. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvements over the firm term of the lease.
 - d. The annual amortized cost of the Tenant Improvements. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. Such alterations are described and identified in the drawings and specifications attached to this SFO.
 - e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
 - f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
 - g. The Lessor's overhead and profit (if any), and the Offeror's administrative costs for the TI buildout, expressed as a percentage rate. Other TI-related fees, such as architectural-engineering fees, permits and regulatory fees, shall be included in the Tenant Improvement rate.

1.9 BUILDING SHELL REQUIREMENTS (FEB 2007)

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with primer and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 2'-0" long fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the ratio of one (1) 2'-0" x 4'-0" fixture per 80 ANSI/BOMA Office Area square feet or two (2) 2'-0" x 2'-0" fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* [REDACTED] (b)(5) [REDACTED]
13. *Demolition.* Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.
14. All of the above improvements are described in more detail hereinafter in this SFO.

1.10 TENANT IMPROVEMENTS INCLUDED IN OFFER (MAR 2007)

- A. The Tenant Improvements shall be used for buildout the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvements shall include all general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.11 TENANT IMPROVEMENTS RENTAL ADJUSTMENT (MAR 2007)

- A. All Tenant Improvements are identified in the Prototype Designs attached to this SFO.
 1. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvements. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvements, the payment of the Tenant Improvements by the Government will result in a decrease in the rent.
 2. The Government reserves the right to 1) reduce the Tenant Improvements requirements, 2) pay lump sum for any portion of the Tenant Improvements upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
 3. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.
 4. Specific inherently Governmental items/rooms will be paid for via lump sum and will not be included as part of the Tenant Improvements. Those items/rooms are to be priced out separately by the offeror on Attachment #7 - Unique Space Price List.

1.12 PLANS WITH OFFER (SEP 2000)

All drawing submittals must be prepared in accordance with GSA Region 3's CAD Deliverables Policy. The policy is available at www.gsa.gov/midatlanticcadpolicy.

1.13 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.14 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.

D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

1. Outside parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

See Attachment #7 – Unique Space Price List.

8. The Lessor is required, as part of their offer, to identify fees, if any, for overhead and profit charged by the Lessor for the Tenant Improvements requested by the Government. These fees, expressed as a percentage rate, will be evaluated. The amount of Lessor fee for overhead and profit will be added to the amount of the Tenant Improvements for purposes of price evaluation (for example, if Tenant Improvements equate to \$30.00 / BOMA Office Area Foot, and Lessor fee is 5%, offer will be evaluated using \$31.50 / BOAF).
9. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.15 AWARD (JAN 1997)

A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.

B. The proposed lease shall consist of:

1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,

2. required clauses,
 3. required certifications and representations,
 4. the pertinent provisions of the offer, and
 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.16 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

(b)(5)

1.17 LABOR STANDARDS (AUG 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

1.18 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

- A. The requirements of this SFO can only be satisfied through the construction of a new building that fully complies with the lease security standards as described in this SFO and its attachments.
- B. For those buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed professional engineer that the building(s) conforms with a minimum of:

(b)(5)

(b)(5)

- C. The Offeror shall provide a Pre-Lease Building Security Plan (BSP) with its offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.
- D. The Offeror shall provide the Government with all design and engineering documents, including structural engineering calculations.
- E. Offers must include an itemized estimate for the costs of each security item identified as "shell" in Section 9, "Lease Security Standards," and for any security item in Section 10, "Special Requirements," below.

If construction of this project results in a discharge to a wetland, the offeror shall obtain COE authorization or notify GSA that such authorization is necessary.

2.0 AWARD FACTORS

2.1 SEISMIC SAFETY (FEB 2007)

(b)(5)

(b)(5)

2.2 OTHER FACTORS (JAN 1997)

- A. The lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and other award factors which follow considered.
- B. The combination of factors below are equal to price
- C. The following award factor(s) are listed in descending order of importance:
1. Quality of Building and Site:

This factor considers the quality of the building and site as described in a narrative which should be supplemented with an exterior rendering, architectural drawings, and structural, mechanical, and electrical systems information. It will also consider site plans, elevations, building features, major building systems such as structural, mechanical, electrical, telephone and data typical distribution systems, intended type of exterior materials and other proposed innovations such as energy conservation and environmental considerations. It will consider the quality of major building systems and materials/finishes and appropriateness of the design with respect to relationship of building to site, aesthetics, scale and functional relationships. Special emphasis should be made on features/systems which are innovative and or exceed minimum requirements. The offer should address the durability and appearance over time of the material and how the design and systems enhance the materials and construction longevity. In addition to the building, this factor considers the quality of the site as it pertains to the environmental condition of the site.

Submittal Requirement:

Discuss the proposed building architectural concept, materials and contextual relations to adjacent structures and to site. Explain required zoning and code requirements. Provide a site plan showing building placement, parking layout and landscaping layout. Also include a floor plan identifying tentative building entries, window placement, and location of restrooms. Provide color board with examples/samples showing quality of floor and wall coverings, window treatments, light fixtures, and hardware both standard and upgraded for public areas and interior areas.

Define the proposed foundation systems supported by preliminary soils data. Discuss framing and structural systems proposed for the facility. Discuss roof system including warranty information. Discuss glass and glazing systems. Include preliminary HVAC block load calculation and identify allowances for ventilation and air filtration rates. Identify type, number, efficiency, approximate sizes, backup provisions, refrigeration equipment and source of fuel for heating systems. Identify approximate size and location of all supply air handling units and building exhaust systems. Discuss the type of control systems with preliminary control schemes for all HVAC equipment/systems. Also include lighting allowances. Discuss the proposed lighting system and include typical fixture type, lamp type, ballast type and controls. Identify building power loads by major components such as lighting, receptacles, HVAC, computers, etc. Describe service and distribution equipment for both normal and emergency loads. Show the location and approximate size of equipment room(s) and provide a description of the proposed fire alarm system.

Discuss the proposed landscaping concept addressing features such as plant and vegetation materials, sizes, quantities. Discuss also any exterior design features such as walkways, stairs (if applicable), route from visitor parking to building entry, retaining walls, etc. Landscaped areas to enhance aesthetic appeal of the facility and availability to employees of landscaped areas is considered beneficial.

2. Past Performance:

This factor considers the quality of the Offeror's past performance in carrying out work of a similar nature with respect to design, construction, and/or design-build. Consideration will be given to success in areas of technical quality, delivery, timeliness, and budget maintenance. Preference will be given to Principal Teams with previous, successful team experience on projects of a similar nature. (For the purpose of this section the Principal Team Members are defined in Factor 3. Project Team and Key Personnel). The definition of "similar projects" for evaluation purposes is described above. Each project evaluated need not have all the elements of similarity to be considered. However, the Offeror must demonstrate, through a combination of projects, similar experience in design, construction, and/or design-build.

Past performance information to be evaluated include timeliness of delivery/performance, including adherence to contract schedules and timely submission or performance of required tests and submittals; resolution of disputes and delays, number of "show cause" letters and cure notices issued, number of contract extensions resulting from contractor-caused delays; conformance to contract requirements, including quality of workmanship, timeliness, and adequacy of correction of deficiencies, number and extent to warranty problems; on-the-job safety performance record including the number of lost or restricted workdays due to occupational injuries in comparison to the national average; compliance with key contract provisions (e.g., subcontracting program, labor standards, safety standards, reporting requirements, etc.); the Offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's business-like concern for the interest of the customer.

Evaluators shall contact references for projects that have similar scope, requirements, and/or complexity to the projects addressed by this SFO. Evaluators may consider performance on contracts which are not submitted by Offeror if they have knowledge of them. The same basic questions shall be asked of each reference contacted. Refer to the attached "Past Performance" questionnaire. The interviews shall be documented to indicate who called for GSA, who was interviewed, questions asked, and answers provided. The documentation must be reviewed by all evaluators.

Submittal Requirement:

Members of the Offeror's Principal Team required to submit projects include: Offeror/Developer, General Contractor, Architect/Design Architect. The Offeror/Developer and General Contractor must submit 3 projects. The Architect/Design Architect must submit 2 projects. All project submittals must represent those in which they have had a primary role in the performance of services within their respective disciplines in Government or commercial office building, involving approximately 30,000 gross square feet or more per building, within the past 5 years. At least 1 of the submitted buildings must have been a design-build project. Failure to submit the required project information will result in the Offeror being considered unresponsive. Each Offeror's principal team members must have performed on 3 projects and each shall submit the information on their project individually. Each of the projects submitted must include a narrative of not more than 2 typewritten, single-spaced pages, one 8" wide x 10" high photograph, and project references with current contacts and telephone numbers for each project discussed. The narrative must 1) include sufficient information to show that the project discussed had similar scope, requirements, and/or complexity to the project described in this SFO.

3. Project Team & Key Personnel:

This factor considers design and construction experience, education, knowledge, and expertise of all the Principal Team Members (PTM). For the purpose of this section, PTM is defined as the principals of the:

- (a) Offeror/developer,
- (b) General contractor,
- (c) Architect,
- (d) MEP Engineer

Consideration will be given to the following: 1) currently held position/title, 2) proposed project position/title, 3) education, 4) professional licensing and awards, and 5) relevant work experience over the past 7 years of PTM who will be assigned directly to the project.

Submittal requirement:

The developer/Lessor, architect, engineer, and general contractor shall each submit a 3-page resume stating responsibility for the proposed project. Resumes shall also describe 1) currently held position/title, 2) proposed project position/title, 3) education, 4) professional licensing and awards, and 5) relevant work experience over the past 7 years. In addition, the resume shall include a brief summary of the roles of the team member for the referenced projects. If role statements are not provided, it will be assumed that there is no significant project involvement. The Offeror's key personnel defined as the principals of the Offeror/developer, contractor or construction manager, and architect and engineer (mechanical, electrical, and structural), can not change after receipt of Phase 1 offers without the written approval of the GSA Contracting Officer. Substitutions must have equal or better qualifications than the PTM they are replacing. Notification and submittal of a change in the Offeror's key personnel must be timely to allow for proper evaluation by the Government.

4. Project Schedule and Management Plan:

This factor will evaluate the construction schedule, which demonstrates understanding of the project and indicates ability to successfully perform under the terms of the contract. This factor also considers a narrative describing the management during 1) the design of the building, 2) the construction of the building and 3) the operations, property management and maintenance; responsiveness to problems, quality and cost control methods, and ownership retention plans after the tenant takes occupancy.

The Offeror shall submit a summary CPM schedule for the design and construction of the project. Offeror shall provide enough detail to demonstrate an understanding of the project requirement and tasks necessary for the successful completion of the project (no greater than 100 activities). The Offeror is responsible for establishing reasonable time allowances for all project members' work and for involvement by outside organizations. The selection of an Offeror by the Government does not constitute approval of the schedule.

Submittal Requirement:

Design technical proposals shall include a narrative of no more than 2 typewritten pages that identify: 1) approach to the challenge of resolving design issues within the PTM for this project, 2) time line for major design milestones, and 4) members of the design project team and their responsibilities.

Construction technical proposals shall include a narrative of no more than 2 typewritten pages that: 1) identifying those quality-oriented features and procedures applied to projects listed under the "Past Performance" factor and 2) addressing how similar features will be applied to the proposed project, 3) statements regarding construction quality, cost and schedule control methods and plans for effective communication must relate attention to proposed project requirements, and 4) an organizational chart highlighting personnel directly involved in this project shall be provided.

The schedule must at minimum include:

- (a) The end date specified in the SFO;
- (b) Critical design activities;

- (c) Government review periods as specified in the SFO;
- (d) Code and Design Reviews and approvals by the local officials having jurisdiction;
- (e) Inspections by Federal Government and Local officials having jurisdiction;
- (f) Critical construction activities;
- (g) Significant testing and systems commissioning as required;
- (h) Schedule shall show durations, early start, early finish and the critical path. The schedule shall also include important milestones.
- (i) The schedule shall demonstrate an understanding of the required sequence of events in turning over this space for the government's acceptance.
- (j) Contractor should provide schedule assurance indicating ability to complete as required by the SFO. A narrative report should be provided explaining the critical path schedule and key factors associated as risk to timely completion for occupancy as scheduled.

3.0 MISCELLANEOUS

3.1 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (MAR 2007)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.2 ALTERNATE PROPOSALS

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
 - 1. itemized costs for lump sum payment not to be included in the rental rate and
 - 2. a rental rate which includes the costs of these items.
- B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

3.3 TAX ADJUSTMENT (SEP 2000)

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period of Government's occupancy under this lease contract coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
 - 1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 - 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit

for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon an occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.4 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.5. OPERATING COSTS (JUN 1985)

- (a) Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- (b) The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The Cost of Living Index will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. City average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the lease commencement date.
- (c) If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- (d) In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.
- (e) The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the GSA Form 1364, Proposal to Lease Space, contained elsewhere in this solicitation.

3.6 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.7 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical

closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.8 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.9 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.10 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.11 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$500.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

3.12 RELOCATION ASSISTANCE ACT (MAR 2002)

A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. Offerors shall incorporate the cost of such assistance into their shell rental rate.

C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.13 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.

B. AFTER AWARD:

Within 14 days after Contracting Officer issues Notice to Proceed, the successful Offeror shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date.
3. Issuance of a building permit covering construction of the improvements.

3.14 CONSTRUCTION SCHEDULE

- A. Within 14 days after Contracting Officer issues Notice to Proceed, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 30 days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) Government review 3) submittal of other working drawings; 4) issuance of a building permit; 5) completed construction documents; 6) start of construction; 7) completion of principal categories of work; 8) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 9) final construction completion.

3.15 TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAR 2007)

- A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
1. The Lessor shall submit to the Government a proposal for architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements.
 - a. This will be negotiated and agreed upon prior to the award (Notice to Proceed) for the subject improvements (separate from lease award). The Lessor's overhead and profit fee (percentage rate), which will be established prior to lease award, shall be applied against all TI costs, including architectural-engineering fees, permits, regulatory fees, and subsequent preoccupancy change orders.
 2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 3. No building shell items shall be included in the pricing for the Tenant Improvements.
 4. Each proposal shall be 1) submitted in the attached 21 Division Tenant Improvements Cost Summary (TICS) table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
 5. A minimum of three qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of three qualified subcontractors from each trade of the attached 21 Division TICS table shall be invited to participate in the competitive proposal process.
 6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
 7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
 8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the "Construction Schedule of Tenant Improvements" paragraph in this section.
 9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
 10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule of Tenant Improvements" paragraph in this section.

3.16 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 14 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.17 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

3.18 GREEN LEASE COMPLIANCE PROCESS

Prior to occupancy, the lessor shall provide written confirmation of compliance with the requirements outlined in the lease with respect to the use of environmentally-friendly products and materials. This confirmation shall address such issues as the reuse and recycling of existing materials, use of recycled content products, use of non-toxic substances, etc. as required by the following paragraphs (where applicable):

Construction Waste Management	Wall Coverings
Existing Fit-out, Salvaged or Reused Building Material	Painting
Indoor Air Quality During Construction	Doors: Interior
Landscaping	Carpet: Broadloom and/or Carpet Tile
Recycled Content Products	Energy Cost Savings
Environmentally Preferable Building Products and Materials	Drinking Fountains
Floor Covering and Perimeters	Toilet Rooms
Wood Products	Heating and Air Conditioning
Adhesives and Sealants	Ventilation
Insulation	Lighting: Interior and Parking
Ceilings	Indoor Air Quality
Janitorial Services	Radon In Water

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. Prior to lease award, the Offeror shall submit to the Government a statement outlining their intention to dispose of or recycle construction waste. After lease award and prior to construction commencement, the lessor shall submit a detailed proposal based on the final Design Intent Drawings (DID's). Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the

Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 FLOOR PLANS AFTER OCCUPANCY

Within 45 days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

4.8 CAD AS-BUILT FLOOR PLANS (SEP 2000)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. All drawing submittals must be prepared in accordance with GSA Region 3's CAD Deliverables Policy. The policy is available at www.gsa.gov/midatlanticcadpolicy. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.9 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.10 EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.11 WINDOWS (SEP 2000)

BUILDING SHELL:

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.12 ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

4.13 LANDSCAPING (SEP 2000)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. employing practices which avoid or minimize the need for fertilizers and pesticides;
2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

D. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 3 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 14 calendar days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency(ies), a selection of **ONE** color board shall be made within 21 calendar days, and unless otherwise specified prior to lease award, the Offeror may assume that **ONE** color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

5.4 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 CEILINGS (SEP 2000)

- A. Ceilings shall be as specified in the attached Prototype Designs. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster or spackled and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or spackled and taped gypsum board or mineral acoustical tile.

5.8 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

- 1. *Physical Requirements.*
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
- 2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

- 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

- 1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls, columns, and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repair and repaint, at the Lessor's expense, as necessary during Tenant Improvements.
- 2. Public areas shall be painted at least every 3 years. Tenant areas shall be repainted every five (5) years, and any time during the occupancy by the Government if paint is peeling or permanently stained, except where damaged due to the

negligence of the Government. Repainting includes the moving and returning of furnishings. All work shall be done after normal working hours as defined elsewhere in this SFO.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.

5.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.12 DOORS: HARDWARE (NOV 2005)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

5.13 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.14 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.15 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.16 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.17 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture; or
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

5.18 CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), or soil-hiding nylon.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.19 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.20 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.

- b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
- c. Use of existing draperies must be approved by the Contracting Officer.

5.21 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 65 percent men and 35 percent women.

2. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN		WATER CLOSETS	LAVATORIES
1	- 15	1	1
16	- 35	2	2
36	- 55	3	3
56	- 60	4	3
61	- 80	4	4
81	- 90	5	4
91	- 110	5	5
111	- 125	6	5
126	- 150	6	**
> 150		***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.			
** Add one lavatory for each 45 additional employees over 125.			
*** Add one water closet for each 40 additional employees over 150.			

3. For new installations:

- Water closets shall not use more than 1.6 gallons per flush.
- Urinals shall not use more than 1.0 gallons per flush.
- Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

- Thermostats shall be set to maintain temperatures between 70°F and 74°F during the heating season and between 74°F and 78°F during the cooling season. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
- HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - no permanent diffusers are used;
 - no plenum-type return air system is employed;
 - the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and

- e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
 7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
 8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
 9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- B. TENANT IMPROVEMENT INFORMATION:
1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (SEP 2000)

BUILDING SHELL:

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

BUILDING SHELL

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.

2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

(b)(5)

6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

(b)(5)

6.15 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or

below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1.

(b)(5)

2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor.

(b)(5)

3.

(b)(5)

The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

4.

(b)(5)

All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18 ELEVATORS (FEB 2007)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall.

(b)(5)

The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet ABAAS requirements.

C. SAFETY SYSTEMS:

(b)(5)

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.19 LIGHTING: INTERIOR AND PARKING (FEB 2007)

1. The Lessor shall provide interior lighting in accordance with the following:
 - a. Modern, diffused fluorescent fixtures using no more than 2.0 watts/ANSI BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles or minimum levels sufficient to ensure safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off. Lighting fixtures up to the ratio stated under the paragraph entitled "Building Shell Requirements" shall be provided as part of the building shell. Additional lighting necessary to meet the above-stated foot-candle levels shall be provided as part of the Tenant Improvement Allowance.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings. This shall be provided as part of the building shell.
 - e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. This shall be provided as part of the building shell. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided 24 hours a day, 365 days a year.

7.3 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.4 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.5 JANITORIAL SERVICES (SEP 2000)

A. Cleaning shall be performed during working hours while a tenant agency representative is present.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.6 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.7 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.8 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.9 SECURITY: ADDITIONAL REQUIREMENTS FOR SENSITIVE BUT UNCLASSIFIED INFORMATION

The Public Building Service (PBS) of the GSA has set forth policy on the dissemination of sensitive but unclassified (SBU) paper and electronic building information for GSA's controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS3490.1 and it is dated March 8, 2002. A major goal of GSA and the Federal Government is the safety and security of people and facilities under the charge and control of GSA. The order outlines the PBS security procedures needed to reduce the risk that the material will be used for dangerous or illegal purposes. GSA Associates and GSA contractors handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to ensure the recipient is an authorized user and to keep records of recipients.

For the length of the contract or project, each contractor, subcontractor, supplier, or design consultant will be required to appoint a point of contact to be responsible for the security of SBU documents and to complete the Form.

During the lease build out and the remaining term of the lease, the lessor shall obtain a Form B from all subcontractors and suppliers to whom they will be releasing any SBU documentation that have not previously completed Form B. They shall obtain the Form and immediately forward to GSA. Requests for SBU information from GSA client agencies shall be referred to the GSA Contracting Officer.

When the lessor has completed build-out for a lease, the contractor shall provide a written statement on behalf of the firm and all subcontractors and suppliers that the contractor and all subcontractors and suppliers have properly disposed of the Sensitive But Unclassified building documents. Documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and or physically destroying CD's, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

Failure by the lessor to provide these statements in a reasonable timeframe may result in suspension of rental payments.

7.10 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

7.11 SNOW REMOVAL

Lessor shall provide snow removal services for the Government seven days a week, twenty-four hours a day, no exclusions. All Parking lots/areas and paved/concreted surface areas (including Helicopter Pad) shall be cleared if the snow accumulation exceeds 2 inches. Sidewalks, walkways and other entrance areas shall be cleared of snow/and or ice and Lessor shall place an "anti-slip"

solvent or agent to prevent falling or slipping on these surfaces. Lessor and tenant agency shall determine access to secured or gated yard areas by personnel for snow removal purposes. The snow removal shall take place no later than 5:00 AM, without exception, and be completed no later than 6:00 AM. Should accumulation continue throughout the day, the Lessor (or building manager) is responsible to contact the snow removal contractor to request additional services. In addition to snow removal, the Lessor shall make sure that the walkways, sidewalks and parking lots are free of ice during business hours. Excess buildup of sand and/or ice melt shall be removed to alleviate any potential slip hazards. If the building entrance(s) has a northern exposure, then additional measures shall be taken by the Lessor to ensure safety to pedestrians.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided

8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

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8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

(b)(5)

8.4 FIRE ALARM SYSTEM (MAY 2005)

(b)(5)

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

8.7 INDOOR AIR QUALITY (SEP 2000)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least

72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12 OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

9.0 LEASE SECURITY STANDARDS

9.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The security level for this facility (b)(5) A copy of the Government's security standards is available at www.oca.gsa.gov.
 2. At the time of submission of initial offers, the Offeror shall provide the Government with itemized costs of the security items in this section.
- B. For additional requirements, refer to the Special Requirements and Attached Prototype Design dated December 18, 2007.

(b)(5)

9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

9.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

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9.11 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

9.12 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

- A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
- C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
 2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
 3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
 4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

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10.0 SPECIAL REQUIREMENTS

10.1 SPECIAL REQUIREMENTS 1:

For special requirements please see the included CD-ROM which contains the following:

Attachment #1 – Prototype Design of Rectangular Option for 50 Agent Northern Border Station
Attachment #2 – Prototype Design of Optional Buildings for 50 Agent Northern Border Station
Attachment #3 – Design Narrative
Attachment #4 – Specifications

10.2 SPECIAL REQUIREMENTS 2:

The following are clarifications and revisions to the Prototype Drawings provided and attached as part of this SFO:

1. The narrative program of requirements on drawing A005 of the Rectangular Building Design is hereby deleted.
2. The impoundment lot included in the site plan as illustrated on page A100 is not required and should not be included.
3. The locations of the car wash and dog kennels as illustrated on page A100 should be switched (dog kennels to be located where car wash is identified and car wash to be located where dog kennels are identified).
4. The foundation outlined on pages A301, A302, A303, A304, A305, and S101 is not a lease requirement and should be site specific.
5. The PT10 partition type identified on page A101 and throughout the drawings should be deleted and replaced with block filled with concrete.
6. References in the drawings to pre-engineered or modular buildings shall be deleted.

10.3 SPECIAL REQUIREMENTS 3:

In accordance with paragraph 4.4 of the attached Design Narrative, the proposed building shall be certified in compliance with the Silver level certification under the U.S. Green Building Council's LEED NC v2.2 rating system.



(b)(5); (b)(7)(F)

Erie, Pennsylvania

SFO # 7PA2175

BAFO

Volume I

DUE DATE
October 24, 2008

Christian Townsenc
GSA, Contracting Officer

ACQUEST DEVELOPMENT COMPANY

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**PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

The Offeror or the Offeror's representative shall complete this form based on a walk-through of the building or their knowledge of the building's fire protection and life safety systems. This form consists of a series of short answer and yes/no/not applicable questions related to the building's fire protection and life safety systems.

1. Fundamental Code Requirements.

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.

2. Definitions.

- a. Low-Rise Building: A building less than 75 feet in height where the building height is measured from the lowest level of fire department vehicle access to the floor of the highest occupied floor. A building that is 5 stories or less in height is typically considered a low-rise building.
- b. Hazardous Areas: Any space or compartment within a building in which storage or other activity exists that is not part of normal office space arrangements and that possesses the potential for producing a fully involved fire. Such areas used for: the storage or use of combustibles or flammables; toxic, noxious, or corrosive materials; or heat producing appliances, etc. (as defined in the latest edition of NFPA 101, *Life Safety Code*).

The Offeror states, as part of this offer, that the proposed space/building is as described below and that the information provided is accurate. In addition, the Offeror agrees all features and devices described below are in operating order and properly maintained. **THIS SFO PRELEASE FORM WILL BE COMPLETED BY THE OFFEROR OR THE OFFEROR'S REPRESENTATIVE.** Please provide additional pages should this form not provide sufficient space to respond adequately to any question.

BUILDING ADDRESS			
Building Name:	(b)(5); (b)(7)(F)		
Building Address:	30 Traut Rd. (Lot 18B & C)		
City:	Fairview		
State:	PA		
9-Digit Zip Code:	16415		
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION			
Building Code:	PA	YEAR:	2007
Fire Code:		YEAR:	
SIZE AND LAYOUT			
(b)(5)			

PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING

(b)(5)

RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING

(b)(5)

RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING

(b)(5)

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN
EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS		30 Traut Rd. (Lot 18B & C)	
BUILDING NAME:		(b)(5); (b)(7)(F)	
BUILDING ADDRESS:		Same as Above	
CITY:		Fairview	
STATE:		PA	
Year Built:	New	Year Last Renovated:	
SIZE AND LAYOUT			

(b)(5)

Pre-lease Exhibit, Security Evaluation p. 1

Lessor Gov't
Gov't Lessor

PRE-LEASE BUILDING SECURITY PLAN

GENERAL INFORMATION

Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.

See enclosed Building Rendering and Elevations

Identify the number of stories of the building (above and below grade) 1/0

Identify the approximate gross square footage per floor in the building. 30,000

Identify the proposed floors offered to the Government to occupy 1st Floor

<u>Exterior Materials</u>	<u>Yes</u>	<u>No</u>
Brick	x	
Block	x	
Concrete – Precast		x
Concrete – Poured		x
Metal Panels		x
Glass Exterior	x	

Answer each question below, then, identify and discuss measures to be taken to protect and secure utilities.

<u>Question</u>	<u>Yes</u>	<u>No</u>
Is the water supply to the building protected?	(b)(5)	
Is the main unit of air/ventilation system accessible to the public?		
Is the wire closet locked?		
Is utility access locked?		
Is there exterior access to the electric service?		
Is there exterior access to the gas service?		
Is there exterior access to the water service?		
Is there exterior access to the telephone service?		
Is there exterior access to any other heating source?		
Is fuel stored within the building?		
Are there exterior propane fuel tanks?		
For the facilities with exterior propane fuel tanks, are they protected?		

Pre-lease Exhibit, Security Evaluation p. 2

Lessor _____ Gov't _____
Gov't 7 Lessor no

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

General Public Access	Distance in Feet
Distance in feet from the building to the nearest public street.	(b)(5)
Distance in feet from the building to the nearest public on-street parking.	
Distance in feet from the building to the nearest public parking lot.	

Provide a site sketch showing perimeter distances. See attached site plan

Describe the building's emergency lighting system.

(b)(5)

(b)(5)

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons".

(b)(5)

Identify and describe if emergency power is provided within the building.

(b)(5)

(b)(5)

If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110 or NFPA 111, as applicable.

(b)(5)

Identify and describe any garage or parking area control or surveillance systems in place. See enclosed Garage Plan

Identify and describe the location of mechanical areas, along with protocol and procedures taken to secure these areas to ensure access by only authorized personnel. See attached plans.

(b)(5)

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel. See attached Management Plan

Identify and describe alarm/emergency notification system.

(b)(5)

(b)(5)

Identify and describe window-glazing system, including,

Typical size

Thickness of panes

Type of frame

Type of anchorage

Number of windows

Type of glass

Type of configuration (single-pane, insulated, laminated, etc.)

Security film thickness (if installed)

Date film was installed

(b)(5)

(b)(5)

(b)(5)

If the proposed shatter-resistant window film is less than the 0.18 millimeter (7 mil) thickness specified in the SFO, a licensed professional engineer shall complete the evaluation specified below.

Pre-lease Exhibit, Security Evaluation p. 3

PRE-LEASE BUILDING SECURITY PLAN

For Build-to-Suit Solicitations and Alternative Blast Mitigation Proposals

A registered Professional Engineer shall complete the evaluations for window glazing and facade protection. The Professional Engineer's stamp (professional license) must be placed on the report.

For Build-to-Suit solicitations, identify and describe window systems in accordance with WINGARD 4.1 or later or WINLAC 4.3 software using the test methods provided in the US General Services Administration *Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings* - ASTM International.

For Build-to-Suit solicitations, identify and describe the facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

For Build-to-Suit solicitations, identify and describe the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion), around the complete circumference of the structure's exterior. This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other barrier. All potential points of explosion must be evaluated that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

Pre-lease Exhibit, Security Evaluation p. 4

Lessor Gov't
Gov't Lessor

PRE-LEASE BUILDING SECURITY PLAN

STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION(S), AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS OR SECURITY REFERENCE DOCUMENTS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report)

Signature: (b)(6) Date: 6/24/08

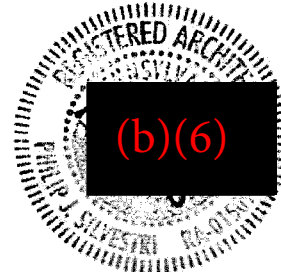
Printed Name: Philip J. Silvestri

Name of Firm: Silvestri Architects PC

Phone #: (716) 691-0900

License Number: (b)(6)

Stamp Here:



Pre-lease Exhibit, Security Evaluation p. 5

Lessor Gov't Gov't not Lessor

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the government, may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

Signature: _____ Date: 6/26/08

Printed Name: Michael C. Huntress

Title: Vice President

Name of Firm: Acquest Development

Pre-lease Exhibit, Security Evaluation p. 6

Lessor Gov't
Gov't _____ Lessor _____



SFO# 7PA2175
Attachment # 5

SECURITY PRICE LIST

(b)(5)

(b)(4)

[Signature]



SFO# 7PA2175
Attachment # 7

UNIQUE SPACE PRICE LIST

1. Sallyport (Room (b)(5)) \$ (b)(4) _____
2. Holding Cells – Note: The prices below reflect (b)(5)
(b)(5)
Juvenile Holding (Room (b)(5))
Male Holding (Room (b)(5))
Female Holding (Room (b)(5))
3. (b)(5)
4. ISO (Room (b)(5))
5. INT (Room (b)(5))
6. INT (Room (b)(5))
7. Helipad
8. Dog Kennels
Includes office, storage, dog wash, and food preparation area.
9. Radio Tower (b)(4) _____

*** Price shall reflect total cost for construction of these rooms.**

REPRESENTATIONS AND CERTIFICATIONS
(Acquisition of Leasehold Interests in Real Property)

Solicitation Number
7PA2175

Dated
05-15-2008

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☒ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: net & _____
LESSOR GOVERNMENT

GSA FORM 3516 PAGE 1 (REV 1/07)

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) If [X] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) If [X] has, [] has not filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) If [X] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) If [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above William L. Huntress, President [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

INITIALS: MLH & _____
LESSOR GOVERNMENT

GSA FORM 3518 PAGE 3 (REV 1/07)

(ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☒ TIN: (b)(4)
☐ TIN has been applied for.
☐ TIN is not required because:

INITIALS: WGA & _____
LESSOR GOVERNMENT

GSA FORM 3518 PAGE 5 (REV 1/07)

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

- ☐ Registration Active and Copy Attached
☒ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Michael C. Huntress 80 Curtwright Drive, Suite 5 Williamsville, NY 14221 <div style="background-color: black; color: red; text-align: center; padding: 5px;">(b)(6)</div> Signature	TELEPHONE NUMBER (716) 204-3570 <u>June-20-2008</u> Date
--	---	---

INITIALS: MC & _____
LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517B at <http://www.gsa.gov/leasingform>.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."

2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
PERFORMANCE	10	552.270-17	Delivery and Condition (SEP 1999)
	11	552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
	12	552.270-19	Progressive Occupancy (SEP 1999)
	13	552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
	14	552.270-6	Maintenance of Building and Premises—Right of Entry (SEP 1999) (Variation)
	15	552.270-10	Failure in Performance (SEP 1999)
	16	552.270-22	Default by Lessor During the Term (SEP 1999)
	17	552.270-7	Fire and Casualty Damage (SEP 1999)
	18	552.270-8	Compliance with Applicable Law (SEP 1999)
	19	552.270-12	Alterations (SEP 1999)
	20	552.270-29	Acceptance of Space (SEP 1999) (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over \$2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

INITIALS: MLH
Lease LESSOR

& GOVERNMENT

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GSA FORM 3517 PAGE 1 (REV 11/05)

STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over \$100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	30	52.223-6	Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over \$100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
	33	552.270-13	Proposals for Adjustment (SEP 1999)
	34	552.270-14	Changes (SEP 1999) (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA (FEB 1996)
	36	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over \$10,000.)
	39	52.222-24	Preadward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable to leases over \$10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over \$10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
	42	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over \$10,000.)
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applicable to leases over \$25,000.)
	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)
	46	52.219-8	Utilization of Small Business Concerns (MAY 2004) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	47	52.219-9	Small Business Subcontracting Plan (JUL 2005) (Applicable to leases over \$500,000.)
	48	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999) (Applicable to leases over \$500,000.)

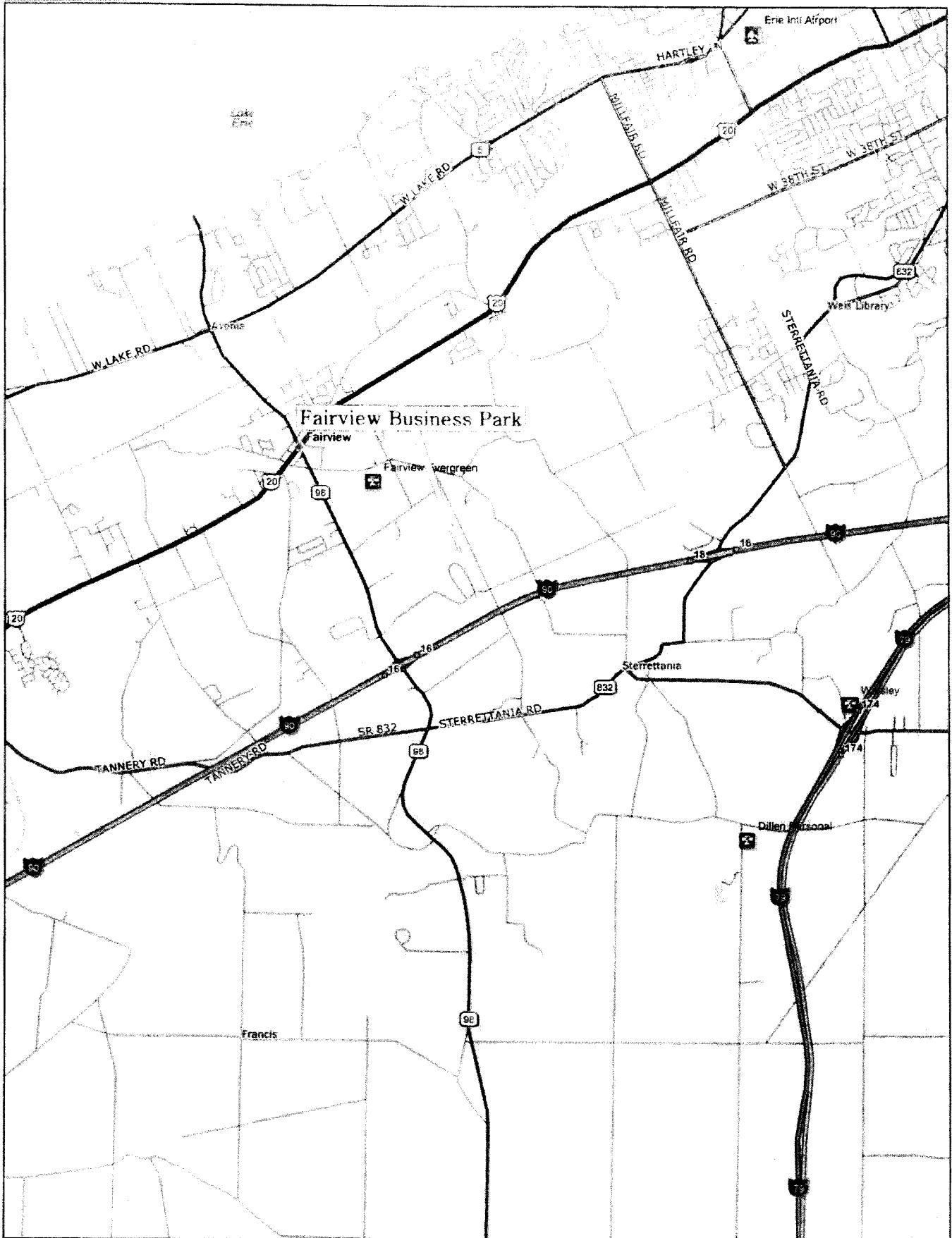
The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: MAH
Lease Lessor

& GOVERNMENT

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GSF FORM 3517 PAGE 2 (REV 11/05)

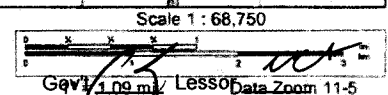


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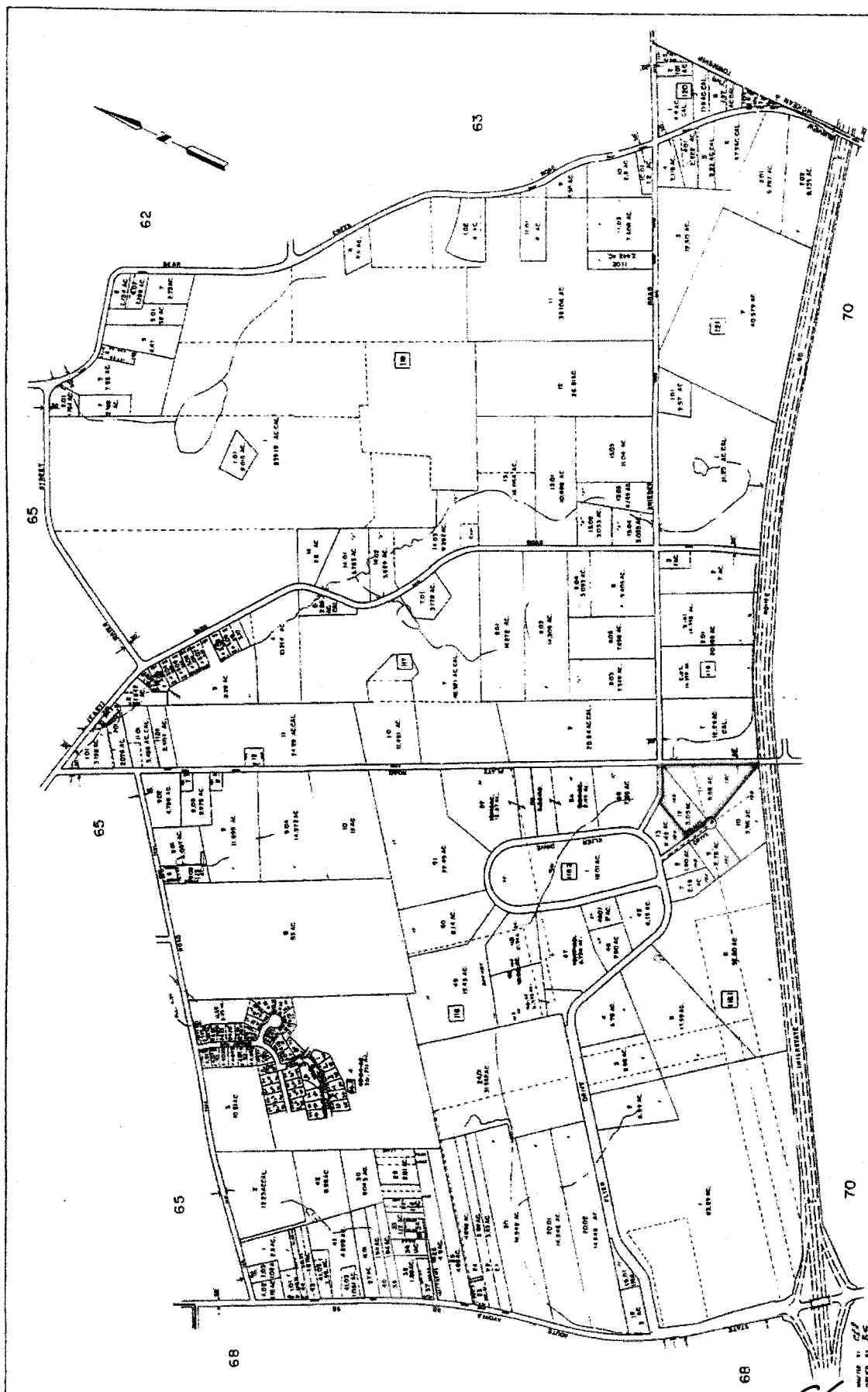
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Geov 1.09 m/z Less Data Zoom 11-5



FARVIEW TOWNSHIP
 Map No. 64
 Date: 1/1/00
 Scale: 1" = 100'

ERIE COUNTY
 Office of Assessor
 PENNSYLVANIA

Parcel No.	Area (Ac.)	Owner
1	1.00	JOHN J. BROWN
2	1.00	JOHN J. BROWN
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FOR THE PURPOSES ONLY
 AMERICAN AIR SURVEY, INC.
 1000 11th St. S.W.
 Atlanta, GA 30334
 (404) 525-1111

Live Search Maps

(b)(5): (b)(7)(F)

30 Traut Drive(Lots 18B & 18C)
Fairview, PA 16415

NEW! Try Live Search 411
Dial 1-800-CALL-411 for latest info

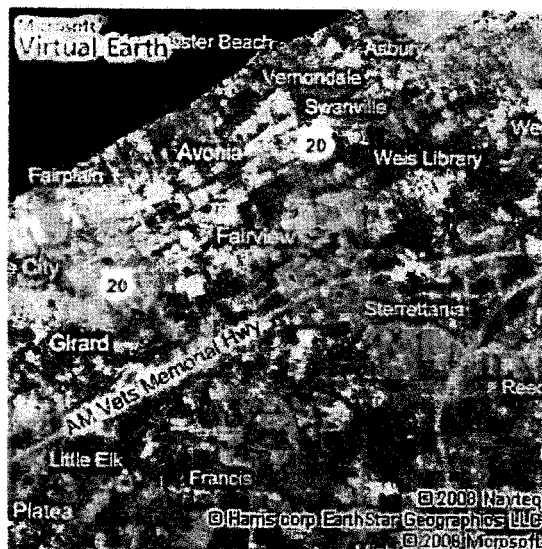




Image PA Department of Conservation and Natural Resources - PAMAP/USGS
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Rain Road

Kettle Creek

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Image P.A. Department of Conservation and Natural Resources-PAMAP/USGS

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Lease LPA0931

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Govt

essor



June 19, 2008

Mr. William Huntress
Acquest Development Company
80 Curtwright Drive, Suite 5
Buffalo, New York 14221

RE: Construction and Mini - Permanent Loan
SFO # 7PA2175 Frie PA

Dear Mr. Huntress:

In response to your request for additional information regarding RBS Citizens Bank's interest in providing construction loan and permanent loan for the referenced project, please note the following:

(b)(4)

The above parameters are based upon the information you have provided me on your offer to the government to date, including SFO and credit lease general clauses. A final review of the lease and all other pertinent documents would be required before RBS Citizens Bank could provide a firm commitment to lend.

I hope you are successful in your offer. We look forward to the opportunity to work on this loan with you.

Very truly yours,

(b)(4); (b)(6)

Vice President and Regional Team Leader

BYRHS

Commonwealth of Pennsylvania Department of State
Bureau of Professional and Occupational Affairs
Registered Architect

License Number

(b)(6)

Expiration Date

06/30/2009

Registration Code

(b)(6)

License Status

Active

PHILIP J SILVESTRI
SILVESTRI ARCHITECTS PC
80 PINEVIEW DRIVE
AMHERST NY 14228

OFFICIAL DOCUMENT

READ THE FOLLOWING INFORMATION CAREFULLY CONCERNING YOUR LICENSE:

1. SIGN THE WALLET CARD AND CERTIFICATE WHERE INDICATED.
2. DETACH THE WALLET CARD AND CERTIFICATE AT PERFORATION.

Registration Code

Your registration code is found on the attached wallet card.

Use this registration code online to: renew your license, change your personal or license address, or order duplicate licenses.

Visit our website at: www.mylicense.state.pa.us

First time users will be required to use this registration code to create a user ID and password.

PHILIP J SILVESTRI
SILVESTRI ARCHITECTS PC
80 PINEVIEW DRIVE
AMHERST NY 14228

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO Box 2649 Harrisburg PA 17105-2649

07 497281

License Type

Registered Architect

License Status

Active

Initial License Date

03/11/1997

PHILIP J SILVESTRI
SILVESTRI ARCHITECTS PC
80 PINEVIEW DRIVE
AMHERST NY 14228

License Number

(b)(6)

Expiration Date

06/30/2009

(b)(6)

(b)(6)












Signature

Commissioner of Professional and Occupational Affairs

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 P.S. 4911

FAIRVIEW TOWNSHIP ZONING MAP

Zoning Districts

-  R-1 Village District
-  R-2 Suburban District
-  R-3 Suburban District
-  A-1 Rural District
-  A-2 Agrarian District
-  A-3 Conservation District
-  B-1 Neighborhood Business District
-  B-2 Highway Commercial District
-  I-1 Light Industrial District
-  I-2 Industrial Park District
-  I-3 Heavy Industrial District



Pennsylvania Department of Environmental Protection and the Erie County Department of Health. Sewer permit, or septic permit if not public, required.

J. Fire Protection Standards

(b)(5)

Section 706

I-2 INDUSTRIAL PARK DISTRICT

A. Principal Uses

Only those industrial, manufacturing, compounding, processing, packaging or treatment uses and processes from the following listing are permitted when they comply with all federal, State, County, local environmental and other statutes and regulations.

1. Wholesale, warehousing and storage.
2. Highway freight, transportation and warehousing.
3. Transportation terminals.
4. Distributing plants, beverages, bottling and/or distribution.
5. The manufacturing, compounding, processing/packaging, treatment and distribution of such products as bakery goods, candy, cosmetics, pharmaceutical, toiletries, food and kindred products.

1. Outdoor recreational facilities designed and intended for use by employees and management of those permitted uses within the District. These facilities and associated uses shall comply with all requirements of this Section in respect to front yard, side yard and rear yard clearances. These facilities, if lighted, must be shielded away from any thoroughfares and Residential Districts.

2. All heliports shall be licensed by the Pennsylvania Department of Transportation, Bureau of Aviation, and shall meet minimum requirements specified by the Federal Aviation Administration or other governing agency.

D. Lot and Area Requirements

1. An Industrial Park District shall be required to contain a minimum of 50 acres of land area unless it is contiguous to an existing Industrial District.

2. Minimum lot area - one acre.

3. Minimum lot width - 135 feet.

4. Minimum front yard.

a. 50 feet along Township streets.

b. 100 feet along State roads.

5. Minimum side yard.

a. 25 feet.

b. 100 feet adjoining a Residential District.

c. Accessory use setback is the height of the structure but no less than 25 feet.

6. Minimum rear yard.

a. 50 feet.

b. 100 feet adjoining a Residential District.

c. Accessory use setback is the height of the structure but no less than 25 feet.

7. Maximum building height - 50 feet with the following exceptions:

Chimneys, water tanks, communication towers and antennae, ventilators and other similar structures, whether or not accessory to building or appurtenant thereto may be erected to a height exceeding 50 feet provided they are in compliance with the applicable federal regulations relative to objects affecting navigable air space.

8. Maximum building lot coverage - 50 percent.

E. Off-Street Parking

Space for off-street parking of employees, customers and visitors shall be required in the following manner and in accordance with other sections of this Zoning Ordinance governing off-street parking. There shall be no on street parking permitted in an Industrial Park District under this zoning classification.

1. Off-street parking space herein may be interpreted to be an accessory use and shall conform to all requirements as to side yard and rear yard clearance and shall provide one parking space for every 800 square feet of floor area.

2. All parking spaces provided in the District shall be located on the same property with the permitted use it is intended to serve and conform to the landscaping requirements described in Section 706 H.

3. Sufficient parking spaces for employees, customers and visitors shall be provided. Visitor-only parking shall be permitted in the front of the building but in all cases there shall be at least 50 feet from the front lines of parking lots to the street right-of-way. Parking in the front of the building shall not exceed 10 percent of the required spaces except for lots along arterials and collectors where this restriction shall not apply. All parking shall conform to Section 706 D.4., 5. and 6., Lot and Area Requirements, of this Ordinance.

4. Space also shall be provided for the parking of freight and delivery trucks during any time in which the off-street loading facilities prescribed in the Ordinance are insufficient to handle all such trucks waiting to use said facilities.

F. Off Street Loading/Unloading and Storage

Space for off-street loading/unloading and storage shall be required in the following manner and in accordance with other sections of the Ordinance governing loading requirements.

1. Off-street loading/unloading and storage space shall herein be interpreted to be an accessory use and shall conform to all requirements as to front, side and rear yard clearances as specified in this Zoning Ordinance.

2. All loading/unloading and storage space shall be located on the same property with the permitted use it is intended to serve.

3. All open areas used for storage of any type shall be enclosed by a solid wall or fence. All such solid walls or fences shall be a minimum of seven and a maximum of 15 feet in height and in no case shall storage of materials be permitted to exceed the height of the fence. Storage shall be limited to materials in accordance with the standards of the Pennsylvania Department of Environmental Protection, the U.S. Environmental Protection Agency and State Fire Marshall regulations.

4. In no case shall storage spaces or loading/unloading facilities be permitted in the front of any main building.

5. All loading/unloading facilities, if operated between the hours of 6:00 p.m. and 7:00 a.m., shall be located a minimum of 300 feet from any Residential District boundary.

6. Sufficient area shall be provided for loading/unloading and storage of motor vehicles used in the conduct of the business or industrial activity.

G. Signs and Lighting Requirements

1. Signs:

a. Only identification signs identifying the name and business of the persons or firms occupying the premises shall be permitted. Advertising signs, billboards, or other signs, except those specifically permitted, are prohibited. No free standing sign shall be larger than 40 square feet. No wall mounted sign shall be larger than 100 square feet. These restrictions shall not apply to informational signs at the entrance to the Industrial Park.

b. Identification signs shall generally be placed upon the outside walls of the buildings, but shall not extend above the line of the roof meeting the wall. However, identification signs may be placed within the front yard set-back area when they are constructed and designed to be a part of the landscaping element and provided that they are not placed within any applicable clear site distance. All other signs within the front yard set-back area, signs painted on exterior faces of buildings or on roofs or fences, flashing or moving signs are prohibited. Signs shall not be placed or externally

illuminated in a manner which casts glare or is otherwise detrimental to neighboring occupancies or to the safe movement of traffic.

c. No sign shall be located within 100 feet of any intersection unless affixed to a building and not extending more than three feet beyond the same. This shall not apply to information signs within the Industrial Park so long as it is not violative of subsection d of this section and any clear site triangle setback requirement.

d. No sign shall be erected or maintained in any yard which will in any way obstruct a view of any street intersection or otherwise create a traffic hazard.

e. Building and zoning permits shall be required for any exterior signs.

H. Landscaping Standards

The following landscaping standards shall be adhered to:

1. The landscaping requirements shall apply to all yards as described in Section 706 D. of this Ordinance.

2. All areas not paved shall be screened by landscaping from public view with shrubs or trees and be properly sodded and seeded. All earthen areas shall be protected from erosion.

3. Landscaped yard areas may include the use of flagpoles, screens, terraces, fountains, pools and other water arrangements, and various types of trees and shrubs. All trees, plants and shrubs shall be native varieties that are adaptable to the local soil and climate condition and which blend with existing natural growth and shall be compatible with adjacent landscaped areas, in the option of a qualified landscape architect or horticulturist.

a. One tree (Maple, Oak, Honeylocust, etc.) shall be placed or planted for each 50 feet of property abutting a public right-of-way. Trees shall be in place or planted adjacent to the right-of-way (depending on the location of utility easements).

b. One small flowering tree (Dogwood, Crabapple, Hawthorn, etc.) or tall deciduous tree (Maple, Oak, Honeylocust, etc.) shall be in place or planted for each 100 feet of building perimeter. These trees shall be located in the landscaped areas of the site.

c. One small flowering or tall deciduous tree shall be in place or planted for each 12 parking spaces. These trees shall be planted adjacent to the parking areas.

d. The use of shrubs, additional trees, (evergreen, deciduous and small flowering) annuals, perennials, spring flowering bulbs, and ground covers shall be at the owner's option.

e. Minimum size plants which shall be counted in meeting the requirements of a., b. and c. are as follows:

(1) Street or tall deciduous tree: 1 1/2 inch trunk diameter, one foot above ground line.

(2) Small flowering tree: four-five foot plant.

f. The owner is encouraged to keep as many of the existing trees on the site as possible.

g. The owner may elect to treat portions of the site as natural landscaping; by encouraging the preservation or growth of native plants. Plants which can become a nuisance (Japanese Honeysuckle, Multiflora Rose, Autumn Olive, etc.) shall not be planted or maintained on the site unless as part of designated wetlands.

4. All landscaped areas shall be perpetually maintained and in good condition at all times.

5. Landscaping devices shall not obscure the site distances in a manner that may create a traffic hazard. No trees shall be placed within 10 feet of any street right-of-way.

I. Utility Standards

1. Electrical and telephone service may be brought into the Park overhead but shall be brought underground into the individual sites and to the buildings from the nearest available source with the exception of rail-served buildings where overhead service may be permitted. The purchaser or lessee will be responsible for the cost of such underground service. Padmounted electrical transformers and line splitters shall be located and screened so as to prevent viewing from any public street or adjacent property.

2. Any Industrial Park District shall be provided with an adequate water supply for both industrial and fire protection use by service from the Fairview Township Water Authority. The water supply and system shall be constructed in conformance with the specifications and requirements of the supplier.

3. Any Industrial Park District shall be provided with adequate sanitary sewage collection and treatment facilities in accordance with the requirements of the Pennsylvania Department of Environmental Protection and the Erie County Department of Health. All sanitary sewer connections shall meet the requirements of the Fairview Township Sewer Authority.

J. Fire Protection Standards

(b)(5)

K. Visual Buffers

1. Where Industrial Park zoned properties abut Residential Districts along publicly dedicated roads, an earthen visual buffer shall be constructed. The visual buffer shall be no less than 8 feet in height and shall have no greater than a two-to-one (2-to-1) slope on its sides and ends and be no less than six feet wide at its top. It shall be suitably landscaped using crownvetch or other ground cover approved by the Erie County Conservation District to prevent erosion on the slopes.

2. A 25 foot buffer strip shall be established where the Industrial Park District abuts Residential Districts. The visual buffer shall be planted with a mixture of Hemlock and Red Maple trees one inch in diameter interspersed with Red Osier Dogwood shrubs. All tree plantings shall be no closer than 12 feet. Hardwoods and

softwoods shall be mixed to provide a pleasing appearance. Developer shall maintain buffer strip for two full growing seasons to allow the buffer plantings to develop their growth potential.

3. Visual buffers shall be maintained and kept in good repair at all times.

Section 707

I-3 HEAVY INDUSTRIAL DISTRICT

A. Principal Uses

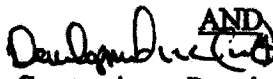
1. Wholesale, warehousing and storage.
2. Building materials supply.
3. Distributing plant, beverage, bottling or distribution.
4. Laboratories devoted to research design, experimentation processing and fabrication incidental thereto.
5. Printing, publishing and allied processes.
6. Utility, communication, electric and gas company operations.
7. Highway freight, transportation and warehousing.
8. Food and kindred products, package, storage and distribution.
9. Cleaning and dyeing works.
10. All assembly, manufacturing, compounding, processing, packaging or treatment facilities within all federal, State and County requirements.
 - a. All storage associated with principal uses 1. through 10. shall comply with storage provisions, as specified under the use provisions 11. through 13., when applicable.
11. Storage of material may be permitted provided:
 - a. The storage is limited to 50 feet from front property lines and 15 feet from side and rear yard property lines.

AGREEMENT FOR SALE OF REAL ESTATE
(FAIRVIEW BUSINESS PARK)

THIS AGREEMENT, made this 24th day of April, 2008 by and between:

SELLER: GREATER ERIE INDUSTRIAL DEVELOPMENT CORPORATION
2103 East 33rd Street
Erie, PA 16510

hereinafter called "Seller";

AND


BUYER(S): Name: Acquest Companies or Permitted Assigns
Street: 80 Curtwright Drive, Suite 5
City: Williamsville State: New York Zip: 14221
hereinafter collectively called "Buyer";

WITNESSETH THAT: Seller and Buyer, in consideration of the mutual promises hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. PROPERTY AND TITLE. Seller shall, on the date hereinafter specified, by deed of special warranty, well and sufficiently grant and convey unto Buyer, in fee simple, clear of all liens and encumbrances, except as hereinafter set forth, good and marketable title (and such as will be insurable by any responsible title insurance company at regular rates) to all that certain piece or parcel of land, together with the buildings and improvements erected thereon, located in the Township of Fairview, County of Erie, and Commonwealth of Pennsylvania, hereinafter called the "Property," and being more particularly described as follows:

Address: Lots 18B, 18C and 19D, located in the Fairview Business Park as shown on Exhibit "A" attached hereto.

Lot Size: 14.58+ acres. Note: Buyer shall have the option to increase or decrease the acreage to be purchased, so long as the final parcel size and configuration meets with Seller's approval, which said approval shall not be unreasonably withheld. Lot size: Any subdivision or survey required to obtain a parcel that meets Buyer's needs will be done only after approval by Seller and will be done at Buyer's cost. Under no circumstances will any land that has been designated as a Keystone Opportunity Zone (KOZ) be included in the Lot. Seller's approval is not required for purchase of entire Lot or Lots.

Index No.: 21-064-116.0-012.00, 011.00 and 010.00

2. PURCHASE PRICE. As consideration for the conveyance of the Property, the Buyer covenants and agrees to pay to the Seller the sum of Fifty Thousand and 00/100 per acre Dollars (\$50,000 per acre), lawful money of the United States, payable as follows:

a. \$10,000.00 Initial Earnest Money Deposit (refundable) in cash or check within 5 days of the signing of this Agreement, receipt whereof is hereby acknowledged, to be held in escrow by Passport Realty..

b. In addition to the Initial Earnest Money Deposit, the Buyer agrees to pay to Seller the following payments, so long as the Buyer has not terminated this Agreement prior to the due date of said payments.

1st payment- \$2,000.00 immediately following the expiration of the first 30 day period from the mutual execution date hereof.

2nd payment- \$2,000.00 immediately following the expiration of the first 60 day period from the mutual execution date hereof.

3rd payment- \$2,000.00 immediately following the expiration of the first 90 day period from the mutual execution date hereof.

All payments (1st payment through 4th payment), except for the Initial Earnest Money Deposit, shall be non-refundable to Buyer but shall be applicable to the Purchase Price.

c. Balance to be paid in cash or by certified check at the time of close of sale and delivery of deed.

3. FINANCING CONTINGENCY. This is a cash sale.

4. ADDITIONAL CONTINGENCIES. This Agreement is contingent upon each of the conditions set forth below. Inability of the responsible party to satisfy such contingencies on or before the date of settlement (or such shorter period as may be indicated herein below) shall, at the option of the Buyer, render this Agreement null and void, and any Earnest Money Deposit made under this Agreement shall be refunded immediately. The additional contingencies are as follows:

a. Seller's receipt and approval, which approval shall not be unreasonably withheld or delayed, of Buyer's design documents for the building to be erected upon the Property including but not limited to, review and approval of the site plan and all building façade plans. Buyer agrees that both the front (Klier Drive) and the back (I 90) facades will be considered front facades for design and approval purposes.

b. Buyer's obligation to close hereunder shall be specifically conditioned upon Buyer securing formal approval of Property by the intended occupants and the execution of a binding Lease Agreement between Buyer and Buyer's intended occupants within one hundred twenty (120) days from the mutual execution of this Agreement. In the event Buyer is unsuccessful in obtaining approval from the Board of Directors of Buyer's intended occupants and the execution of a binding lease agreement between Buyer and Buyer's intended occupants

within said one hundred twenty (120) day period, then at Buyers option, this Agreement shall become null and void and all deposit money shall immediately be refunded to Buyer.

c. **Use of Property:** Property shall be used initially to construct and operate a facility to house the U.S. Border Patrol operations, to include offices, maintenance and storage facilities. In the event Border Patrol vacates premises, Owner/Buyer may sell or lease the building for any use that is in compliance with existing zoning.

5. SETTLEMENT. Unless otherwise agreed, settlement shall be held within 150 days of mutual execution hereof unless otherwise extended as provided for in Section 11(B) of this Agreement, at the office of the agent of the Buyer.

6. PRORATION ITEMS. Real estate taxes, water and sewer charges, garbage collection fees, and subdivision association fees, if any, shall be prorated for the fiscal year as of the date of close of sale, until which time all rents and profits of the Property shall belong to the Seller.

7. REALTY TRANSFER TAX. Realty Transfer Tax to be paid one (1%) percent by Seller and one (1%) percent by Buyer.

8. DOCUMENTS. Each party shall pay the cost of preparation of deeds, mortgages, and other papers executed by them.

9. POSSESSION. Possession of the Property shall be delivered to Buyer on date of settlement

10. CONDITION OF PREMISES.

a. Buyer is purchasing Property in "As Is Condition". Buyer is responsible for all tests, studies and approvals at Buyer's expense.

b. [THE PROPERTY IS SUBJECT TO A MUNICIPALLY APPROVED STORM WATER MANAGEMENT PLAN. THE BUYER SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE PLAN IN ITS DEVELOPMENT OF THE PROPERTY.]

11. DEVELOPMENT APPROVALS.

a. Buyer's obligation to close on the purchase of the Property, is subject to and conditioned upon Buyer obtaining final approvals (as defined hereinafter and referred to hereinafter as "Final Approvals") for its development within 120 days from the date of mutual execution hereof ("Buyer's Approvals Period"). The term "Final Approvals" as used in this Agreement shall mean and include final approvals from any and all authorities having jurisdiction over the use and/or development of the Property, including but not limited to: local tax authorities; local health authorities; zoning boards; the Pennsylvania Department of Transportation; Fairview Township; Erie County Planning Department; environmental

authorities; local conservation, historical, or beautification authorities; or, any other entities having any legal or quasi-legal jurisdiction thereover. Any such required approvals shall be deemed to be Final Approvals when same have been either: (i) affirmed upon administrative and judicial review by final order or judgment for which no appeal is or can be taken in accordance with the applicable laws and court rules of the Commonwealth of Pennsylvania or the United States; or, (ii) in effect beyond the period of limitations for public, administrative and judicial review thereof in accordance with the applicable laws and court rules of the Commonwealth of Pennsylvania or the United States, during which period no action or other proceeding is instituted for review thereof. Buyer may, however, waive all or any aspect of this Article 11. Final Approvals shall also be subject to Buyer's reasonable discretion as to cost, and final approval of the Property for the use by Buyer's intended occupant.

b. In the event that Buyer does not obtain Final Approvals within the time allowed to do so, then Buyer shall be entitled, but not obligated, to cancel this Agreement, whereupon Buyer shall receive a full and prompt refund of the Initial Earnest Money Deposit, along with interest thereon. However, in the event that Buyer has proceeded with commercially-reasonable diligence to obtain Final Approvals but has not so obtained Final Approvals within Buyer's Approvals Period, then Buyer may, by written notice to Seller, extend Buyer's Approvals Period for an additional 60 days in consideration of payment to Seller of a non-refundable payment (the "Extension Payment") in the amount of \$10,000.00. The Extension Payment shall be non-refundable to Buyer except in the event of Seller's default hereunder, and shall be credited to the Purchase Price in the event that Buyer closes hereunder.

c. For purposes of clarification, the term "Final Approvals" shall also be deemed to mean Final Approvals in the sense that they are obtainable at normal and customary costs.

12. ENTRY ON PROPERTY. Buyer, its agents, employees, servants, or nominees, shall be granted the right to enter on all or any portion of the Property for the purpose of undertaking or performing any engineering, geological, ecological, environmental, soil, surveying, or other work as may be reasonably necessary or appropriate for the preparation of any plans, surveys, reports, applications, and maps for the subdivision or development thereof. Buyer's entry onto the Property shall be made: (i) pursuant to at least 24 hours prior notice to Seller; (ii) in such a manner and at such times as to minimize any disturbance to, or disruption of, Seller's business (if any) or surrounding businesses; and, (iii) with the express agreement that Buyer shall indemnify and hold harmless Seller from and against any and all claims or damages whatsoever given rise to as a result of said entry by Buyer.

13. COSTS OF DEVELOPMENT APPLICATION.

a. All costs, expenses, liabilities, or charges incurred in or related to: (i) the performance of any legal, engineering, geological, ecological, environmental, soil, surveying, or other work on the Property by Buyer; (ii) the preparation by Buyer of any surveys, plans, reports, or maps for the development of the Property; and, (iii) the costs of filing, recording, or gaining approval by any governmental agencies of any such surveys, reports, plans, or maps; shall be

paid by Buyer. Buyer hereby agrees to indemnify and hold Seller and the property of Seller free and harmless from any such costs, expenses, liabilities, or charges.

b. The parties agree that any and all such plans, maps, reports, surveys, data and other work prepared for or incidental to the development of the Property shall be the property of Buyer solely for its exclusive benefit and use. In the event that the Purchase as contemplated in this Agreement does not occur, copies of all plans, reports, surveys, and other work prepared shall be delivered to the Seller at no cost to Seller; however, building plans are not required to be submitted.

c. Buyer further agrees that should this Agreement or any part thereof be terminated or cancelled for any reason not the fault of Seller at any time before Closing, Buyer shall, at the written request of Seller, immediately repair any damage done to said Property arising from any engineering, geological, ecological, environmental, soil, surveying, or other work performed thereon by Buyer, its agents, employees, servants, or nominees and to restore, as much as practicably possible, the Property to the same condition it was in on the date of mutual execution of this Agreement.

14. EXECUTION OF DEVELOPMENT PLANS. Seller agrees to sign, execute, and deliver to Buyer, upon request of Buyer, any and all documents that may be reasonably necessary or appropriate in the judgment of Buyer to gain approval by any municipal, county, and state authorities, bureaus, and agencies of the plans or maps for the development of all or any portion of the Property, provided same would not adversely affect the continued use of the Property as at present. Seller also agrees to use its best efforts in furtherance of, and in connection with, any and all such approvals applied for by Buyer with respect to Buyer's development or planned use of the Property.

15. RISK OF LOSS. If, when neither the legal title nor the possession of the Property has been transferred to Buyer, all or a material part thereof is destroyed without the fault of Buyer or is taken by eminent domain, Seller cannot enforce this Contract and Buyer shall, at his option, thereupon be entitled to recover the Earnest Money and all monies paid on account of the purchase price, in which event both parties shall be relieved of all liability hereunder.

16. SEWER AND WATER SYSTEMS. Seller warrants that the Property is serviced by public sewer and water systems.

17. MUNICIPAL IMPROVEMENTS. Seller warrants that no notice of any municipal body or other public authority has heretofore been served upon him requiring work to be done or improvements to be made upon the Property, and that he has no knowledge of the enactment or adoption of any ordinance or resolution by any such body or authority authorizing work or improvements for which the Property may be assessed. Buyer will comply, at Buyer's own expense, with the requirements of any and all such notices which may be issued after the date of this Agreement and will pay for all work and improvements commenced or ordered by such body or authority after the date of this Agreement which may become a lien against the Property.

18. HAZARDOUS WASTE. Seller warrants that Seller has no knowledge, actual or otherwise, of any residual waste, as defined by the Pennsylvania Solid Waste Management Act, its amendments and any rules and regulations promulgated thereunder, or hazardous waste or substances, as defined by state and federal law, including the Pennsylvania Solid Waste Management Act; the Hazardous Sites Cleanup Act; the Resource, Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act, their amendments and any rules and regulations promulgated thereunder, having been or which is presently being stored, treated, or disposed of on or about the Property.

Within 60 days of the date of mutual execution hereof, Buyer, at its own cost and expense, may commission a licensed environmental specialist to conduct an environmental audit and assessment (hereinafter referred to as the "Audit") of the Property to determine the presence or non-presence of Hazardous Materials thereon. If the Audit shows the presence of any such Hazardous Materials upon, in, on, under or about the Property, then, in such a case, Buyer shall be entitled, but not obligated, to cancel this Agreement by giving written notice to Seller. In such a case, Buyer shall receive a full and prompt refund of the Initial Earnest Money Deposit, along with interest thereon.

19. WETLANDS:

a. Within 60 days of the date of mutual execution hereof, Buyer, at its own cost and expense, may commission a licensed environmental specialist to conduct a wetland delineation (hereinafter referred to as the "Delineation") of the Property to determine the presence or non-presence of wetlands thereon.

b. If the Delineation shows the presence of any jurisdictional wetlands upon the Property, excepting the pond, then, in such a case, Buyer shall be entitled, but not obligated, to cancel this Agreement by giving written notice to Seller. In such a case, Buyer shall receive a full and prompt refund of the Initial Earnest Money Deposit, along with interest thereon.

20. RECONVEYANCE OF PROPERTY TO SELLER. In the event that Buyer has not commenced the construction of the designated facility (Pursuant to Section 4C herein) improvements or building to be erected on the Property within one year of the date of closing, Buyer shall, upon receipt of written demand from Seller, reconvey the Property to the Seller for 90% of the purchase price as set forth in this Agreement. Buyer shall bear all expenses of such reconveyance, including realty transfer taxes, if any. Such reconveyance shall transfer good and marketable title to the Property by deed of special warranty, in fee simple, free and clear of all liens and encumbrances, subject, however, to the same encumbrances, if any that may have existed at the date of closing of the sale of the Property pursuant to this Agreement. Seller shall have the right to include this restriction in the original deed of conveyance to the Buyer. Upon completion of the Buyer's development of the Property for the designated purposes (Pursuant to Section 4C herein), Buyer shall submit a request to Seller and Seller shall promptly execute a release of this covenant.

21. RESTRICTION AGAINST RECONVEYANCE OF PROPERTY. Buyer shall not reconvey the Property prior to the completion of the designated facility (Pursuant to Section 4C) improvements or building to be erected thereon without the express written consent of the Seller. Seller shall have the right to deny such consent unless Buyer shall establish to Seller's reasonable satisfaction, that the proposed transferee of the Property intends to complete such improvements and has the economic capacity to do so. It is the intent of this restriction that it be assured that the Property be utilized for the intended designated purposes. Seller shall have the right to include this restriction in the original deed of conveyance to the Buyer. Upon completion of the Buyer's development of the Property for designated purposes, Buyer shall submit a request to Seller and Seller shall promptly execute a release of this restriction.

22. ECONOMIC DEVELOPMENT ADMINISTRATION COVENANTS. The Property was improved, in part, with funding from the United States Economic Development Administration (the "EDA"), United States Department of Commerce, Project No. 01-01-03625. Consequently, Buyer and its successors and assigns agree that:

a. They will comply with EDA's Nonrelocation Regulation as set forth in 13 CFR 309.3. This Nonrelocation provision is in effect until August 14, 2001. Under this restriction, EDA financial assistance will not be used directly or indirectly to assist employers who transfer one or more jobs from one commuting area to another. A commuting area is that area defined by the distance people travel to work in the locality of the project receiving EDA financial assistance. Buyer and its successors or assigns may be required to execute the EDA Form Employer's Certificate of Nonrelocation.

b. They will provide service without discrimination to all persons without regard to their age, race, color, religion, sex, handicap or national origin.

c. They will provide EDA with any document, evidence or report required to assure compliance with federal and state law.

d. Any deed or instrument of conveyance shall contain a covenant which shall prohibit the use of the Property for any purpose other than the general and special purpose of the EDA grant, which in this case, is commercial or industrial in nature. This covenant shall remain in effect for a period of twenty (20) years.

23. TENDER. Formal tender of an executed deed and/or purchase money is hereby waived.

24. DEFAULT BY BUYER. In the event of default by Buyer, Seller may, at Seller's so option, elect to:

a. Retain the Initial Earnest Money Deposit and all monies paid on account of purchase price as liquidated damages, in which event this Agreement shall become null and void and both parties shall thereupon be released of all further liability hereunder. It is hereby agreed that, without re-sale, Seller's damages will be difficult of ascertainment and that the Initial Earnest Money Deposit shall be retained by Seller.

Money Deposit and all monies paid on account of the purchase price will constitute a reasonable liquidation thereof and not a penalty.

In lieu thereof, however, Seller may elect either or both of the following remedies:

b. Apply the Initial Earnest Money Deposit and all monies paid on account of the purchase price toward the purchase price and proceed with an action for specific performance; and/or

c. Apply said monies toward Seller's loss on the re-sale of the Property and proceed with an action at law for all damages sustained by Seller.

Provided, however, that no such election of (b) or (c) shall be final and exclusive until full satisfaction shall have been received.

25. DEFAULT BY SELLER. In the event of default by Seller, Buyer may, at Buyer's sole option, elect to:

a. Waive any claim for loss of bargain, in which event Seller hereby agrees to repay to Buyer the Earnest Money and all monies paid on account and, in addition, reimburse Buyer for all direct, out-of-pocket costs and expenses (i.e., title examination, survey, and attorney's fees).

In lieu thereof, however, Buyer may elect either or both of the following remedies:

b. An action for specific performance; and/or

c. An action at law for damages including loss of bargain.

Provided, however, that no such election of (b) or (c) shall be final or exclusive until full satisfaction shall have been received.

Provided further, however, that in the event Seller shall fail or be unable to deliver title to the property as herein provided on account of title defects which Buyer is unwilling to waive and Seller notifies Buyer that Seller is unable to complete settlement hereunder notwithstanding Seller's good faith efforts to do so, then this Agreement shall automatically be null and void, and all earnest money shall be returned forthwith to Buyer as Buyer's sole remedy.

26. MODIFIED TIME OF ESSENCE. Should performance hereunder not be completed by the date above provided for, either party shall thereupon have the right, upon written notice to the other party, to declare time to be of the essence of this Agreement and to fix the date, time, and place of final settlement. Such notice shall be given not less than fifteen (15) days prior to such date of final settlement. Each party shall complete performance hereunder strictly in accordance with the terms of such notice. No such assignment will relieve the Buyer of the obligation to perform under the Agreement.

27. PERMITTED ENCUMBRANCES. Buyer shall take title to the Property subject to the following: (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the Property and being contiguous to the front, rear, or side lot line; (c) water, sewer, gas, electric, and telephone lines or easements therefore of record, provided, however, that said lines or easements shall not adversely affect the use of the Property for commercial or industrial purposes or at any time require the removal or alteration of the present existing dwelling(s) or appurtenant structures thereon; (d) prior grants, reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record; and (e) easements apparent upon inspection of the Property.

28. RESTRICTIVE COVENANT. So long as this Agreement is in full force and effect, the Seller agrees not to enter into any letter of intent, sale agreement or contract with any other party for the development of a facility for the General Services Administration or their client per the Presolicitation Notice with the posted date of February 14, 2008.

29. ENTIRE CONTRACT. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

30. BINDING EFFECT. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto, and upon their respective heirs, executors, administrators, successors, and assigns.

31. PROHIBITION AGAINST ASSIGNMENT. Except as permitted by Paragraph 26 hereinabove to any joint venture, corporation, partnership or trust affiliation with Buyer, this Agreement shall not be assigned or transferred by the Buyer without the written consent of the Seller being first obtained, which consent shall not be unreasonably withheld.

32. COVENANT NOT TO RECORD. Buyer will not record this Agreement. Any recording of this Agreement shall constitute a default hereunder on the part of the Buyer.¹

Additional Covenants

a. Buyer agrees that, regardless of whether it is otherwise legally obligated to comply or not, it will comply with all regulations and restrictions of the Fairview Business Park and the then-applicable provisions of the Fairview Township Zoning Ordinance applicable to the zoning district in which the Property is located. This requirement shall be included in the Deed and shall survive the sale.

b. Buyer agrees that, once the Seller has conveyed the last lot in Phase I of Fairview Business Park, Buyer, together with all other lot owners in Phase I, shall be obligated to join a subdivision association to be formed by the Seller which shall be responsible for the maintenance of all common areas located in said Phase I, including storm water retention facilities and Park signage.

c. Buyer will cooperate in the submission by Seller of all paperwork necessary to apply for and remain in compliance with any grant programs providing funding for the development of the Fairview Business Park.

d. Buyer acknowledges that Seller is not responsible for the preparation or submission of any tax-abatement or reduction applications (including LERTA and Keystone Opportunity Zone) for which the Property may be eligible.

e. Buyer agrees to provide to Seller, immediately after development of the Property, a copy of its Auto-CAD drawing file on disk, showing the final land development plan, including site layout, storm water drawings, landscape plans, buildings, parking area, driveways, utility connections, etc.

WITNESS the due execution hereof the day and year first above written.

ATTEST:

GREATER ERIE INDUSTRIAL DEVELOPMENT CORPORATION

(b)(6)

Title: V.P.

(b)(6) (SEAL)

By: President & CEO

ATTEST/WITNESS:

(b)(6)

Title: _____

Dequand LLC
ACQUEST COMPANIES OR ASSIGNS

(b)(6) (SEAL)

Title: Managing Member

(b)(5); (b)(7)(F)

Erie, Pennsylvania

SFO NO. 7PA2175

Construction Waste Management Statement

Acquest Development LLC agrees that it will recycle construction waste at the (b)(5); (b)(7)(F) project site. We will provide the necessary labor, supervision and equipment to ensure that the unused materials or waste is furnished to organizations which will employ these materials or wastes in the production of new materials. Prior to the commencement of construction and after lease award a detailed Construction Waste Management Plan will be submitted to GSA for its review.

Michael C. Huntress, Vice President
Acquest Development, LLC

(b)(6)

Signature

Date

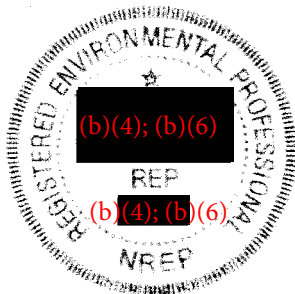
6/26/05

Phase I Environmental Site Assessment Update
Fairview Business Park Site
Northwest Corner of Interstate 90 and Platz Road
Fairview Township, Erie County, Pennsylvania 16415
Andrew Martin Associates, Inc. File No. 08048
June 18, 2008



(b)(4); (b)(6)

(b)(4); (b)(6) M.S.
Registered Environmental Professional



Reviewed by:

(b)(4); (b)(6)

M.A.
Registered Environmental Property Assessor
Registered Environmental Manager



Andrew Martin Associates, Inc.
2700 West 21st Street
Erie, Pennsylvania 16506
(814-838-9591)

08048
Phase I Environmental Site Assessment Update

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1.0 Executive Summary

On June 4, 2008, Andrew Martin Associates, Inc. was requested by (b)(6) (b)(6) representing Acquest Development Company, to complete a Phase I Environmental Site Assessment Update (ESA Update) of the Fairview Business Park site, located at the northwest corner of Interstate 90 and Platz Road, Fairview Township (Erie County), Pennsylvania 16415. This ESA Update investigation represents an update to a Phase I Environmental Site Assessment (ESA) performed in 2003 by Andrew Martin Associates, Inc. on a much larger tract of land that contains the subject property (refer to Andrew Martin Associates, Inc. file no. 03109). The Fairview Business Park site presents as undeveloped land. This request was prompted by the due diligence requirements associated with the financing/purchase of real property and not with the belief that deleterious environmental conditions exist on site. (b)(4); (b)(6), a Registered Environmental Professional of Andrew Martin Associates, Inc., conducted an on-site inspection on June 7, 2008. The ESA Update protocol used at this site is in conformance with the American Society for Testing and Materials (ASTM) Standard Practice E 1527-05 and the requested scope of services.

As stated in the ASTM Standard, "No environmental site assessment can wholly eliminate uncertainty regarding the potential for unrecognized environmental conditions in connection with a property." The performance of this ESA Update is intended to reduce, but not eliminate, uncertainty regarding the potential for environmental liability in connection with a property that recognizes reasonable limits of time and cost. Information pertinent to the reader that does not directly relate to environmental liability may be discussed in this report. Therefore, it is highly advised that this report is read in its entirety.

This irregular-shaped site of 14.58 acres is located at the northwest corner of the "intersection" of Interstate 90 and Platz Road in Fairview Township (Erie County), Pennsylvania 16415. The subject property is contained within a much larger tract of land known as the Fairview Business Park. The site is comprised of three contiguous lots identified as Erie County assessment numbers 21-064-116.1-010.00, 21-064-116.1-011.00, and 21-064-116.1-012.0. The three lots are also respectively identified as Fairview Business Park lots 19D, 18C, and 18B. The three lots lie immediately adjacent to the southern portion of Traut Drive, a cul-de-sac. The western border of Lot 18B lies adjacent to the eastern side of Traut Drive. An off-site emergency access road lies to the immediate north of the Fairview Business Park site. The emergency access road connects Klier Road of the Fairview Business Park to Platz Road located to the near east. A locked gate at the eastern end of the emergency access road prevents through-traffic along the roadway. An earthen "dike" and road fill (for Platz Road) lie along the eastern border of the subject property. The Fairview Business Park site presents as undeveloped land primarily vegetated by herbaceous growth, although some trees (mostly of small size) and shrubs are also found on site. Topography can be characterized as gently sloping with minor topographic relief that includes a portion of an elongated pile of apparent dirt. A ditch runs near the south side of the emergency access road, to the west of Platz Road, and to the near north of Interstate 90. The ditch veers farther from Platz Road moving from north to south. Water in the ditch flows in an overall south to north direction. A stormwater pipe situated beneath Platz Road discharges stormwater onto the subject property. An earthen ramp, with some broken concrete fill, is found along the western side of Platz Road, not far north of Interstate 90. The ramp apparently formerly provided access to the site from Platz Road but is now blocked off by a guide rail along the western side of the roadway.

Four electric vaults were found in the vicinity of Traut Drive. No evidence of leakage or environmental damage was observed at the locations of the vaults. The only other items encountered during the on-site inspection were a lid to a storage drum, a gasoline container (approximately 5-gallon capacity that contained a small amount of apparent water), a tire, a metal sign, and a 10-inch diameter, slotted PVC pipe (disconnected and lying on the ground) formerly used for an on-site monitoring well. The monitoring well could not be located and might have been filled in. No signs of USTs (e.g., pumps, vent pipes, or fill pipes) were encountered during the on-site reconnaissance. Similarly, no ASTs, storage drums, petroleum wells, chemical containers, compressed gas cylinders, lead-acid batteries, chemical/petroleum odors, or surface stains were observed on the subject property. The only stressed vegetation was limited to arrow-wood viburnum which appeared to be severely afflicted by insect damage or disease, as opposed to chemical or petroleum contaminants. Other plant species intermingled with, and immediately adjacent to, the arrow-wood viburnum appeared to be healthy and non-stressed.

Water, sanitary sewer, and electric services are available to the subject property. Natural gas would be available to the site via an extension from Klier Road to the north. A natural gas transmission pipeline approximates the site's western border (of Lot 19D) but gas from the pipeline is not available to the Fairview Business Park site.

Environmental indices at this site appear appropriate to and consistent with the present and known past use of this property. Within the scope and objective of this ESA Update and in the best professional judgment of Andrew Martin Associates, Inc., based upon site observations, historical review of site use, and interviews with site knowledgeable individuals, including municipal government contact, the Fairview Business Park site does not represent a significant environmental risk or present observable evidence suggesting liability associated with CERCLA, SARA, or RCRA.

1.1 Purpose

The objective of this Phase I Environmental Site Assessment Update, to the extent feasible pursuant to the process prescribed in the ASTM Standard Practice E 1527-05, is to identify recognized environmental conditions to aid the user in determining the need for further inquiry in connection with the subject property located at the northwest corner of the "intersection" of Interstate 90 and Platz Road in Fairview Township (Erie County), Pennsylvania 16415, within the scope of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and petroleum products.

The goal of this site assessment is to identify recognizable environmental conditions that suggest the presence, or likely presence, of hazardous substances or petroleum products under circumstances that indicate an existing or past release, or a material threat of a release, onto the ground, or into the surface water/groundwater on the property under consideration.

The purpose of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the property. The approximate minimum search distance used to assess the likelihood of problems from migrating hazardous substances or petroleum products is defined in the ASTM Standard Practice E 1527-05.

While the ASTM standard does not require the environmental professional to identify, obtain, or review every possible record that might exist with respect to a property, effort has been made to review record information that is reasonably ascertainable from standard sources.

1.2 Scope of Services/Methodology

The Phase I Environmental Site Assessment Update is a non-intrusive study of the property for the purpose of determining the presence of recognized environmental conditions and other (non-scope) environmental conditions associated with the subject property, adjoining properties, and other off-site issues that may adversely affect the subject property. The study will consist of a records review, site reconnaissance, interviews, and report.

Additional issues of environmental concern are the presence of suspected asbestos-containing building materials, the potential presence of lead-based paints, and the potential presence of jurisdictional wetlands.

1.3 Findings

No known or suspect recognized environmental conditions were found associated with the subject property during the course of this investigation, relative to the Fairview Business Park site, located at the northwest corner of Interstate 90 and Platz Road, Fairview Township (Erie County), Pennsylvania 16415. That is, no evidence of an unmitigated release or a material threat of a release of hazardous substances or petroleum products was found.

An historic recognized environmental condition (HREC) associated with the Fairview Business Park site is the release of petroleum into a former underground storage tank (UST) field which approximated Lot 18B of the subject property. All known USTs have been removed from the site and all associated petroleum contamination has been remediated to regulatory agency standards applicable at the time of cleanup.

1.4 Conclusions

Andrew Martin Associates, Inc. has performed a Phase I Environmental Site Assessment Update in conformance with the scope and limitations of ASTM Practice E 1527-05 for the Fairview Business Park site. No recognized environmental conditions were identified.

1.4.1 Risk Rating

Andrew Martin Associates, Inc. assigns a **Low** risk rating to the Fairview Business Park site. No visual or historic evidence indicating the unmitigated release or material threat of a release of hazardous materials that could adversely impact the value or environmental condition of the site was identified.

1.4.2 Property Transfer Requirements

Not required in Pennsylvania.

1.5 Recommendations

Since no environmental conditions that could adversely impact the Fairview Business Park site were identified, no recommendations for further site investigation are suggested.

2.0 Previous Environmental Reports

In 2003, Andrew Martin Associates, Inc. (AMA) performed a Phase I Environmental Site Assessment on a tract of land that includes the current subject property. Andrew Martin Associates, Inc.'s report, dated September 5, 2003, identified one historic recognized environmental condition (HREC) associated with the current subject property. The HREC involved petroleum contamination associated with a tank field that contained a 1,000-gallon gasoline UST and a 500-gallon diesel fuel UST. The USTs were at a location approximating Lot 18B of the subject property. As described in the 2003 AMA ESA report, obviously impacted soils were removed from the UST site. Water was treated on site with conditional approval by the Pennsylvania Department of Environmental Protection (PADEP) and discharged to vegetated areas adjacent to the excavation pit. Laboratory testing revealed that no analytes were detected on effluent samples. Laboratory test results for soils met PADEP standards/action levels for non-residential statewide health standards. Laboratory testing of groundwater did not exceed PADEP standards except for naphthalene, which showed a concentration of 78 µg/l (20 µg/l was the action level for naphthalene at the time of testing). However, a 10-inch monitoring well was installed which was subsequently sampled by Microbac Laboratories on August 13, 1999. All test parameters were below detection limits and PADEP action levels, including naphthalene. Furthermore, Mr. Jack Ashton, of the PADEP, informed this investigator during an August 29, 2003, telephone interview that the action level for naphthalene in groundwater had been increased to 100 µg/l. On June 13, 2008, this investigator once again contacted Mr. Ashton by telephone to ascertain the current action level for naphthalene. Mr. Ashton stated that the action level for naphthalene in groundwater remains at 100 µg/l. Therefore, even the original test result for naphthalene would be below the current PADEP action level. A cursory review (during the 2003 ESA investigation) of the UST closure document suggests that all contaminated soils, USTs, piping, waste liquids, and sludges were properly removed from the site and properly disposed of at off-site locations.

Another finding of AMA's 2003 ESA investigation involved damaged transformers in the general area of the current subject property. A reviewed letter generated by Microbac Laboratories, dated December 27, 1994, stated that two utility poles snapped that involved a total of six transformers that had fallen to the ground. Three of the transformers were reported as being located at the "southeastern corner of the racetrack" (i.e., a former horseracing track located on the grounds of the current Fairview Business Park). An exact location was not described by Microbac and it is not known whether the term "racetrack" refers to the former racetrack proper or its former 5-furlong chute (part of which was formerly located on the current subject property). Regardless, an analyzed oil sample was determined to have less than 0.20 ppm PCBs (polychlorinated biphenyls), i.e., below the method detection limit. Microbac's letter stated: "These results show the transformer oil as being non-PCB containing." Microbac's letter also stated that a Mr. Fedorchak "of the Erie County Department of Health confirmed that they are not concerned with the present situation."

Another finding of AMA's 2003 ESA investigation involved three former pad-mounted transformers and 36 former pole-mounted transformers located on the Fairview Business Park property. No information was found that indicated whether any of the transformers were found on the current subject property. Laboratory tests done by Trinity Analytical Laboratories (Mound Valley, KS) for various aroclors in 34 of transformers showed that the great majority of the transformers did not have detectable levels of the various aroclors analyzed for. Two of the transformers did have detectable levels of aroclors including one with an aroclor level of 23.7mg/kg (aroclor-1254) and one with an aroclor level of 4.1 mg/kg (aroclor-1260). Regardless, a review of documents loaned to this consultant by the Greater Erie Industrial Development Corporation (GEIDC), did not reveal evidence that indicated a release from the two transformers that showed detectable levels of aroclors.

Also reviewed for AMA's 2003 ESA investigation were documents relating to wetland issues. For information regarding wetland issues on the current subject property, refer to Section 5.3 of this ESA Update report.

3.0 Records Review

Standard Environmental Record Sources

InfoMap Technologies, Inc. was retained to provide a review of all ASTM-required environmentally related databases. Databases searched are listed below. A chart of each database searched and the number of facilities identified within the appropriate search radius for each database can be found at the beginning of the complete environmental database search report included in Appendix A of this ESA Update report.

3.1 Federal Records

3.1.1 National Priority List Sites

None identified.

3.1.2 National Priority List Sites Delisted

None identified.

3.1.3 CERCLIS Sites

None identified.

3.1.4 CERCLIS-NFRAP Sites

None identified.

3.1.5 RCRA CORRACT Sites

None identified.

3.1.6 RCRA Non-CORRACTS TSD Sites

None identified.

3.1.7 RCRA Generator Sites

None identified.

3.1.8 ERNS Sites

None identified.

3.1.9 Federal IC/EC

None identified.

3.1.10 Tribal Lands

None identified.

3.1.11 PADS

None identified.

3.2 State

3.2.1 State/Tribal Sites

None identified.

3.2.2 State Spills 90

None identified.

3.2.3 State/Tribal SWL

None identified.

3.2.4 State/Tribal UST/AST

None identified.

3.2.5 State/Tribal LUST

None identified.

3.2.6 State/Tribal EC

None identified.

3.2.7 State/Tribal IC

None identified.

3.2.8 State/Tribal VCP

None identified.

3.2.9 State/Tribal Brownfields

None identified.

3.3 Non-geocoded Sites

Non-geocoded (unmapped) database sites are sites that InfoMap can not plot due to incomplete or inaccurate address information. No non-geocoded database sites were reported by the environmental database search report generated for this site.

3.4 US EPA EnviroMapper Map

The USEPA EnviroMapper Map, obtained from the Internet, does not show any USEPA-regulated facilities on the subject or adjoining properties. A copy of the EnviroMapper Map can be found in Section 9.0 of this ESA Update report.

4.0 Historical Documentation

4.1 Aerial Photographs and USGS Topographic Maps

One aerial photograph was obtained that postdates the 2003 ESA performed by Andrew Martin Associates, Inc. The aerial photograph, dated 2005, does not show any development on the subject property. A wetland previously identified on Lot 19D of the site appears to exhibit a surface anomaly. The anomaly is possibly the presence of fill material since the wetland has been mitigated and was permitted to be filled. The site's ditch is clearly visible at the northern and eastern sides of the site. As for adjoining properties, the 2005 aerial photograph shows Traut Drive to the immediate west of Lot 18B of the subject property, and the emergency access road to the immediate north of Lot 18B of the subject property. Neither roadway existed on aerial photography reviewed for the 2003 ESA investigation.

No USGS Topographic Maps were available for the current ESA Update investigation that postdated the 2003 ESA investigation.

4.2 Local Records Review

4.2.1 Township Supervisor

Mr. Peter D. Kraus, a Fairview Township supervisor, was interviewed at the Fairview Township municipal building on June 12, 2008, as to his knowledge of the subject property since AMA's 2003 ESA investigation. He was also asked for additional information regarding a house that formerly occupied the subject property. Mr. Kraus related that he lives on

(b)(6)

He is not aware of any spills, releases, fires, or incidents of illegal disposal on the site. He does not know of any past, present, or pending notices of violation, of an environmental nature, against the subject property. Mr. Kraus is not aware of any environmental problems on adjoining properties. He surmised that the site's former house was probably built in the 1800s. He noted that a basement associated with the house was no more than five feet deep. Mr. Kraus explained that the demolition debris from the razed house was put into a dumpster and then taken to a landfill. He said that some stonework from the house was used as fill material for the "dike" found along Platz Road.

4.2.2 Code Enforcement Officer

Mr. Jim Cardman, the Fairview Township code enforcement officer, was interviewed by telephone on June 12, 2008, as to his knowledge of the subject property since AMA's 2003 ESA investigation. He was also asked for additional information regarding the house that formerly occupied the subject property. Mr. Cardman is not aware of any spills, releases, fires, or incidents of illegal disposal on the Fairview Business Park site. He does not know of any past, present, or pending notices of violation, of an environmental nature, against the subject property. Mr. Cardman does not have knowledge of any environmental problems on adjoining properties, although he did mention that Fairview Township ordered the cleanup of stored items on an adjoining property located on the opposite side of Interstate 90 to the south. The stored items consisted of cars, car parts, trucks, and "junk". Mr. Cardman related that the site's former house was razed because it was deemed to be unsafe. He said that the demolition debris was hauled away.

4.2.3 Interview with Site Owner

(b)(4); (b)(6), a representative of site owner GEIDC (Greater Erie Industrial Development Corporation), was interviewed at his office location on June 11, 2008, as to his knowledge of the subject property since AMA's 2003 ESA investigation. (b)(4); (b)(6) stated that no USTs, ASTs, hazardous substances, petroleum products, or bulk chemicals have been associated with the Fairview Business Park site since 2003. He does not have knowledge of any spills, releases, fires, or incidents of illegal disposal on the site, nor any similar environmental problems on adjoining properties. (b)(4); (b)(6) said that he is not aware of any past, present, or pending notices of violation against the subject property, of an environmental nature, from any health or environmental regulatory agency, nor from Fairview Township. He said that no ESAs or other environmental studies have been performed on the Fairview Business Park site since the Phase I ESA performed by Andrew Martin Associates, Inc. in 2003. He does not know of any environmental liens or activity or deed use limitations of an environmental nature associated with the site. (b)(4); (b)(6) does not know of the market value of the subject property having been reduced due to environmental limitations.

5.0 Additional Issues of Environmental Concern

5.1 Asbestos-Containing Material

Asbestos is most commonly associated with buildings. Given the lack of existing buildings on the Fairview Business Park site, asbestos does not appear to be a present concern with the subject property. Demolition debris from a former razed house is reported to have been removed from the site (refer to Sections 4.2.1 and 4.2.2 of this ESA Update report).

5.2 Lead-Based Paint

As with asbestos, lead-based paint is most often associated with buildings. Since there are no buildings currently found on site, lead-based paints do not appear to be a present concern with the Fairview Business Park site.

5.3 Wetlands

Per documents loaned to this consultant by GEIDC for AMA's 2003 ESA investigation, wetlands have been identified on the Fairview Business Park property, including the portion that comprises the current subject property. The most recent wetland delineation was conducted by (b)(4); (b)(6) in 2001. A U.S. Army Corps of Engineers jurisdictional wetland determination was completed on the Fairview Business Park property, also in 2001. A permit was obtained to fill some of the wetland areas on the Fairview Business Park property, including the only wetland identified on the current subject property. An extension to the permit was granted to the GEIDC in December 2007 by the Army Corps of Engineers. The permit was extended to December 31, 2009 (refer to Appendix B of this ESA Update report for a copy of the wetland encroachment permit extension letter).

At least some fill has been added to the site's wetland, although the wetland appears to persist in some areas and appears to require additional fill. A portion of the site's wetland was not disturbed since it lies within the building setback area along the site's southern end. The undisturbed wetland (within the setback area of the subject property's southern end) is not covered by the wetland encroachment permit. The permitted disturbance to the site's wetland has already been mitigated on another portion of the Fairview Business Park (virtually entirely located on Lot 6 of the Fairview Business Park).

No other areas of the current subject property appear to meet the three criteria for identifying a wetland. However, it should be noted that the site's ditch supports a significant amount of hydrophytic vegetation within its channel. Although the ditch was not identified as a wetland in the past, Mr. Scott Hans of the U.S. Army Corps of Engineers was contacted by telephone on June 12, 2008, to determine the current status of the ditch. Mr. Hans said that he could not make a determination without actually seeing the ditch, especially given the amount of time that has passed since the prior jurisdictional determination was conducted. However, Mr. Hans did say that the ditch probably (not certain – JMB) would not be considered a jurisdictional wetland. He noted that the ditch could likely be crossed, if necessary, by using a GP-7 permit. Even if not considered a jurisdictional wetland, the ditch does serve a stormwater control function and might be regulated as such. Appropriate officials should be contacted prior to any scheduled alteration or impact to the ditch.

6.0 Limitations and Conditions

This report has been prepared for the exclusive use of Acquest Development Company, or its agents, for specific application to the Fairview Business Park site.

Our findings and conclusions are based on our observations at the site, personal interviews, and the review of reasonably available documents. All information obtained from personal interviews, records, and reference materials is taken at face value. The findings and conclusion do not reflect variations in site conditions not visually apparent to the inspectors or that may exist outside of sample locations. Should variations become apparent during development, it would be appropriate to reassess the conditions.

Site borders and corners were not marked. This is a limiting condition for this ESA Update investigation.

This investigation does not include an evaluation of business environmental risk.

Accuracy and completeness of record information varies among sources, including government agencies. While not obligated by the ASTM standard to identify mistakes or insufficiencies discovered during this assessment, Andrew Martin Associates, Inc. will make reasonable effort to compensate for apparent mistakes or insufficiencies in light of conflicting information. Such amendments will be made and noted in this report.

ASTM Subcommittee E50.02 on Commercial Real Estate Transactions developed all definitions, descriptions of terms, and acronyms used in this report, as described in the ASTM Standard Practice E 1527-05.

The term "release" excludes de minimis conditions that are defined in the ASTM standard as conditions that "generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

The findings of this Phase I Environmental Site Assessment Update are not intended to serve as an audit for Health and Safety Compliance issues pertaining to improvements or activities at the site. Andrew Martin Associates, Inc. has not addressed these issues and therefore is not responsible for the discovery and elimination of hazards that may potentially cause damage, accidents, or injury related to OSHA or the Department of Labor and Industry regulations.

The Phase I Environmental Site Assessment Update is not intended to determine the physical suitability of surface or subsurface conditions relative to site development. Any mention of surface or subsurface conditions in this ESA Update report not relating to CERCLA, SARA, or RCRA is done in the interest of thoroughness only when describing the site. The determination of the physical suitability of surface or subsurface conditions relating to the construction of buildings or other site development activities should be performed by a qualified individual.

The Phase I Environmental Site Assessment Update is not intended to replace an asbestos inspection by a certified asbestos inspector. Only visually apparent building materials are considered in an ESA Update. Such items as plaster, glazing, plumbing and electrical components, and roofing materials are not included in this level of assessment.

Similarly, the Phase I Environmental Site Assessment Update cannot visually identify lead-based paint. Analytical evaluation, which is beyond the scope of an ESA Update, is required to determine the presence of lead-based paint.

The precise identification of wetlands is beyond the scope of this investigation; however, suspected wetland areas might be identified in this report to alert the user to the potential presence of jurisdictional wetlands.

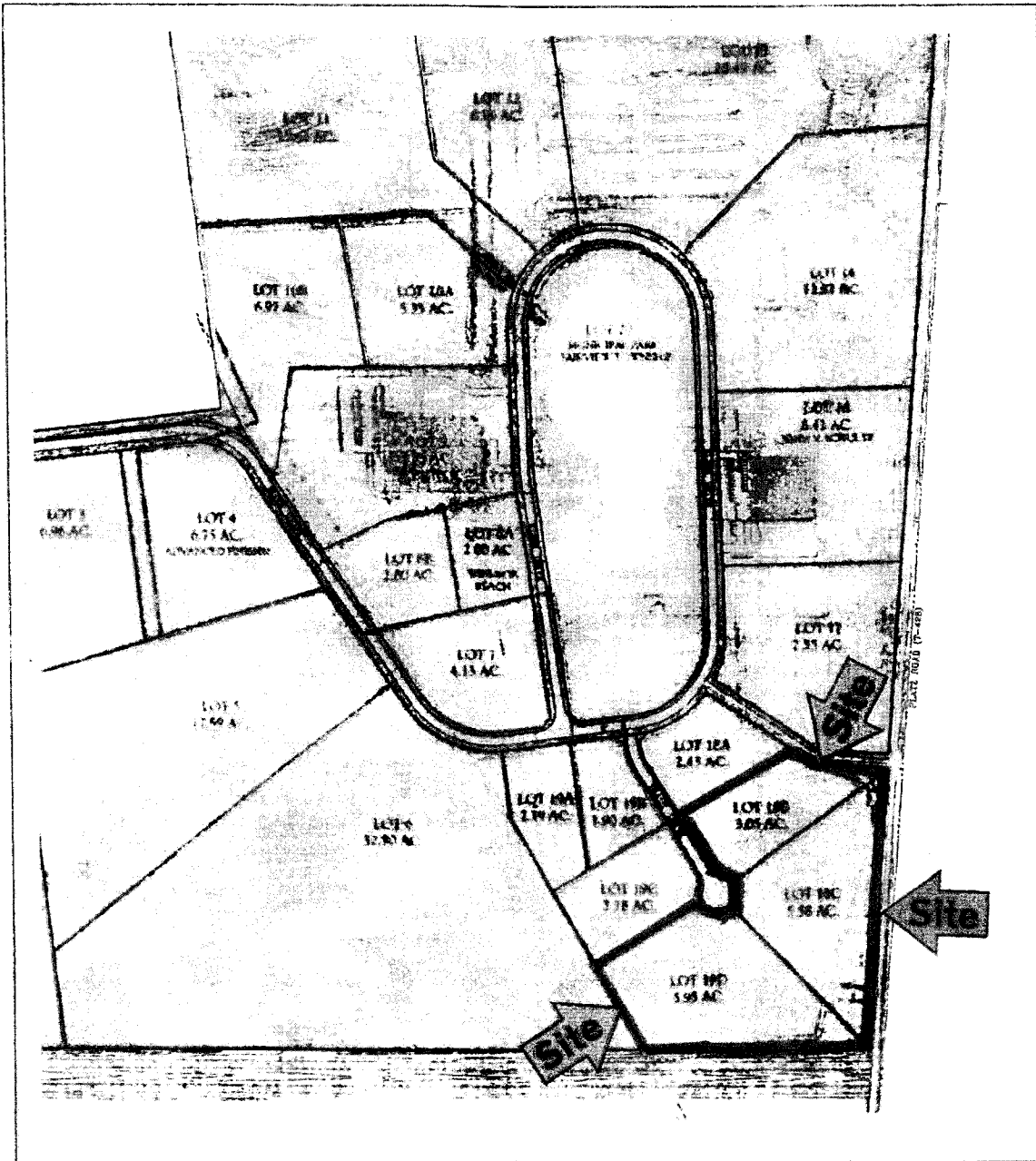
USGS TOPOGRAPHIC MAP



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Environmental Consultants

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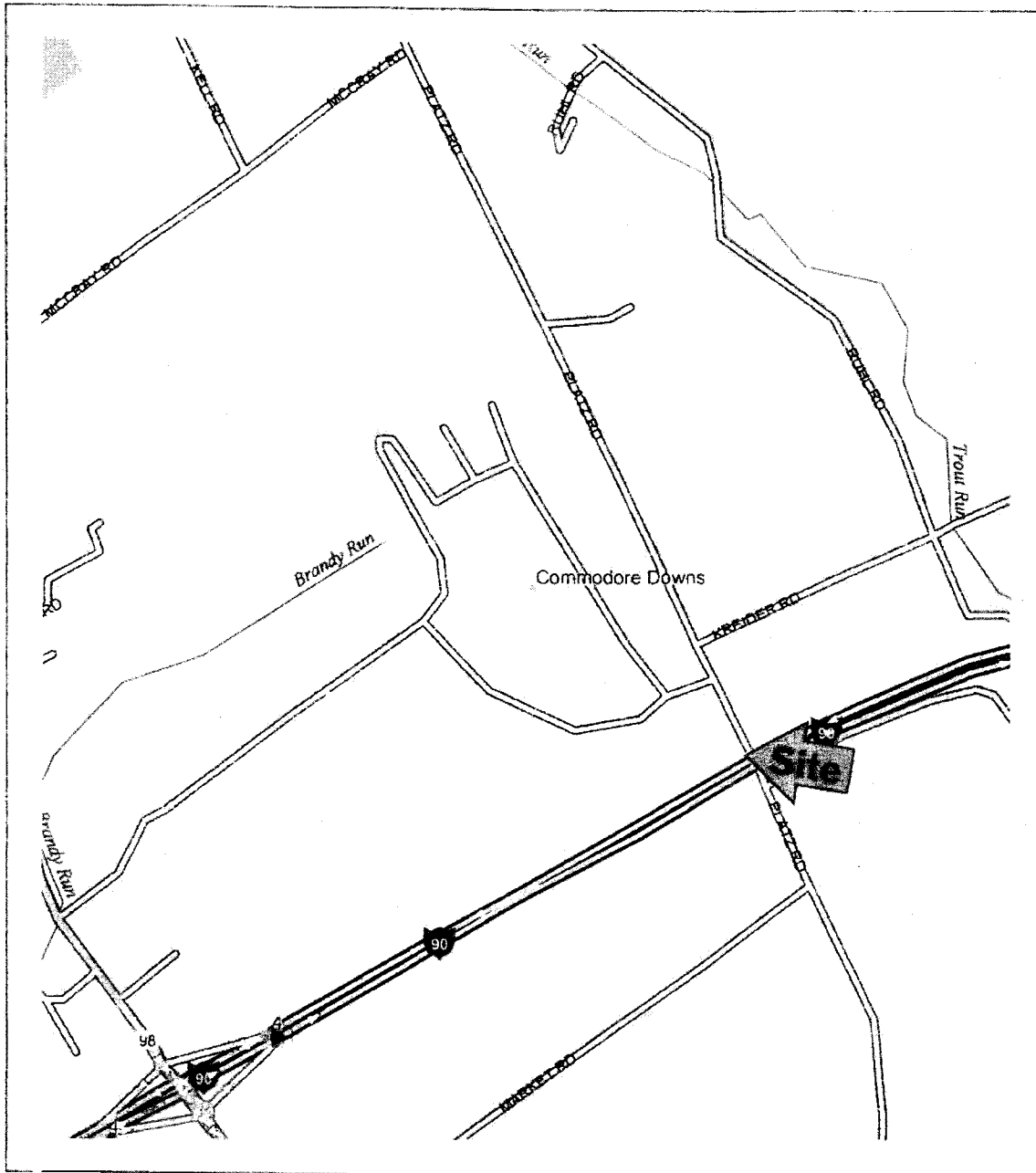
SITE MAP



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SITE LOCATION



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AERIAL PHOTOGRAPHY 2005



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APPROXIMATE SCALE 1000 1000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

TOWNSHIP OF
FAIRVIEW,
PENNSYLVANIA
ERIE COUNTY

COMMUNITY-PANEL NUMBER
420450 0010 A

PAGE 10 OF 10

(SEE MAP INDEX FOR PAGES NOT PRINTED)

EFFECTIVE
SEPTEMBER 29, 1978



U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



ZONE B

ZONE B

90

ZONE C

ZONE B

ZONE B

MARKET ROAD

[Handwritten signature]

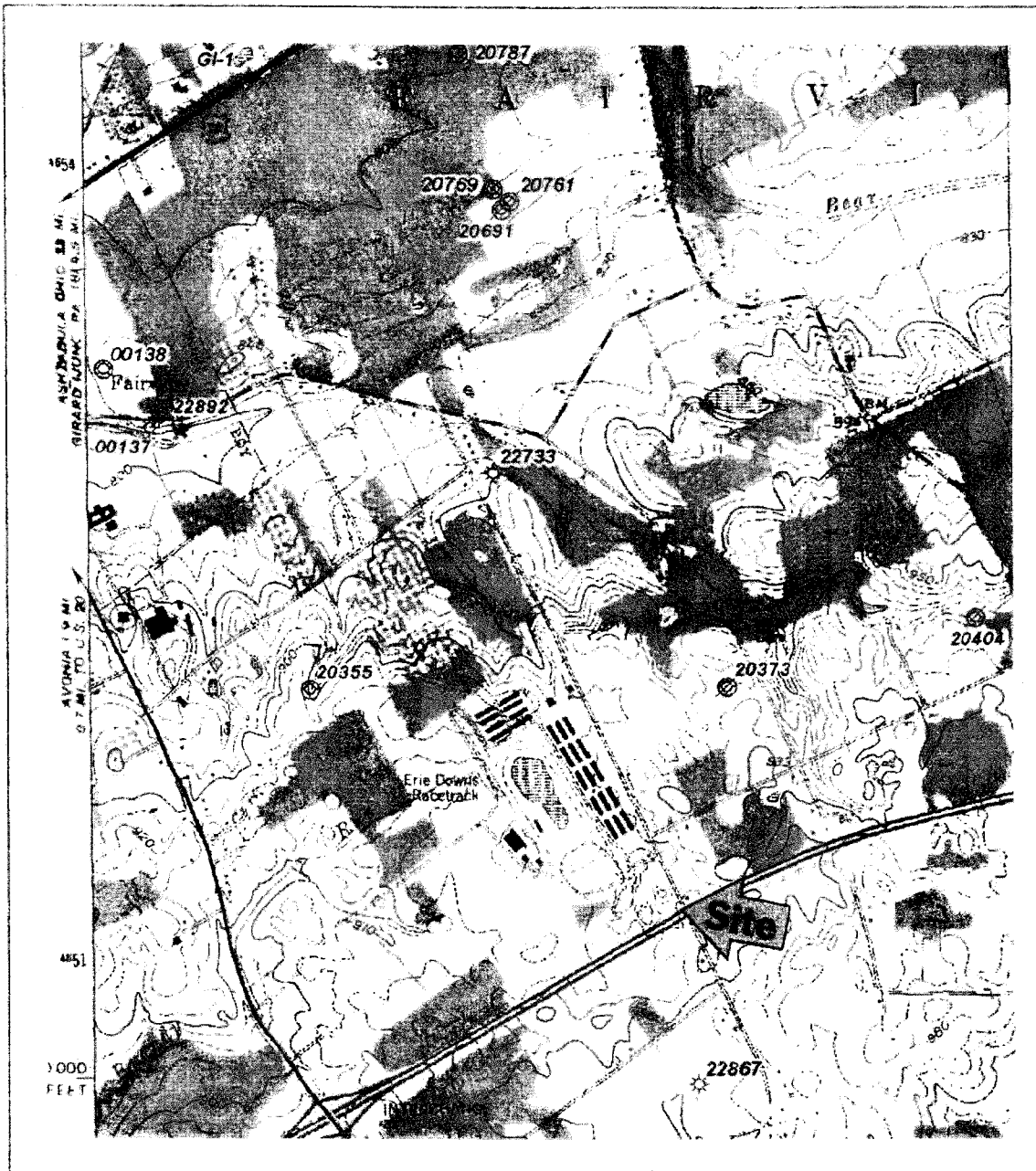
[illegible]

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Gov't ☒ Lessor ☒

OIL AND GAS WELL MAP

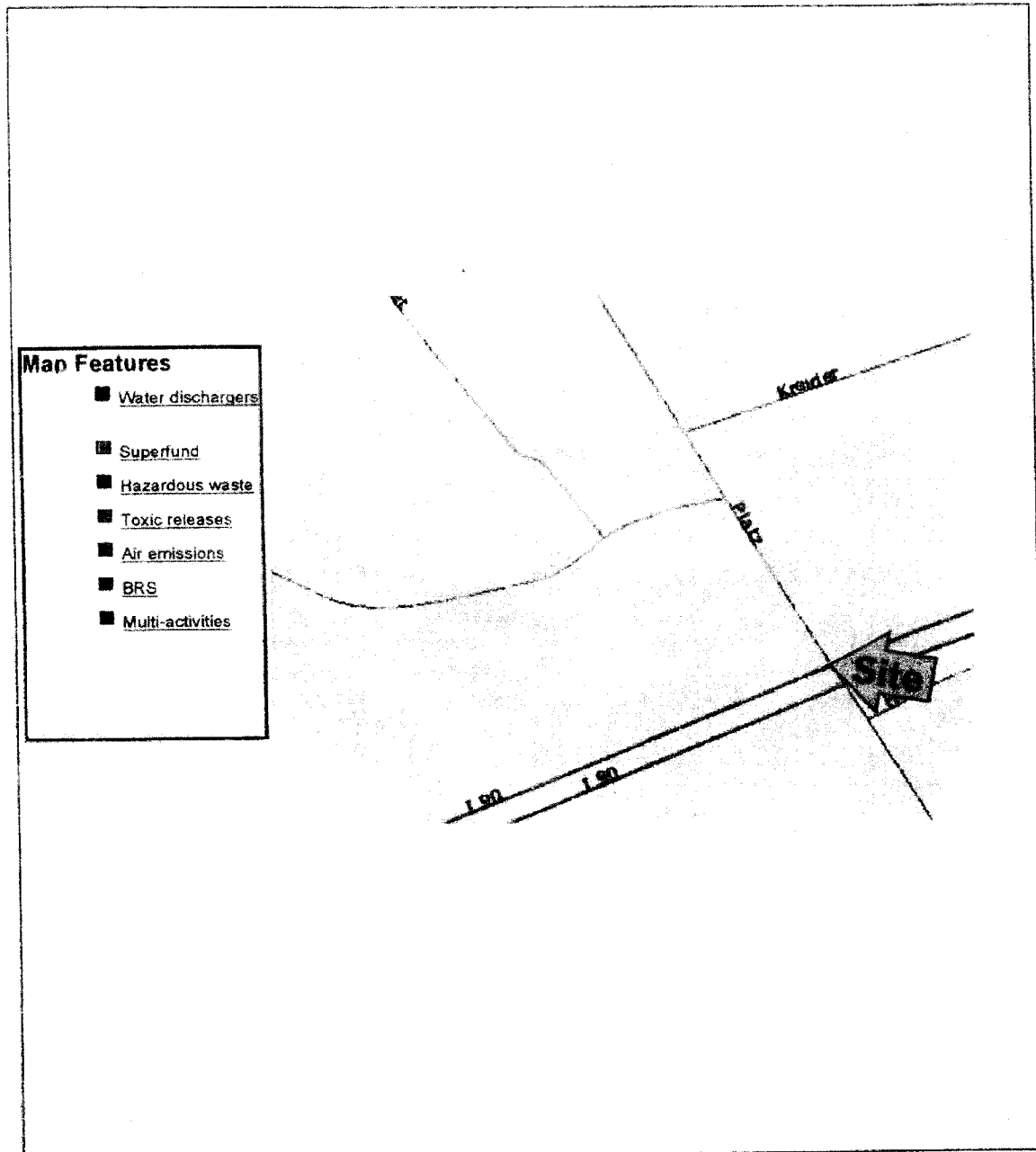
2006



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USEPA ENVIROMAPPER MAP OF EPA-REGULATED FACILITIES



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#1: Looking WSW at site from near the site's southeast corner.



#3: Looking northwest at site from near the site's southeast corner.



#2: Looking west at site from near the site's southeast corner.



#4: Looking SSW at site from the vicinity of the site's northeast corner.



#5: General view of the site.

Lease LPA09311



#8: General view of the site.



#7: General view of the site.

Govt CL Lessor MA



#9: General vicinity of the site's former house.

#10: General view of the site.



#11: Looking southeast along Traut Drive, with site to the left and background.



#12: Looking SSE along Platz Road, with site at right.



#14: General view of the site's wetland permitted to be filled.



#16: Unmitigated wetland in the site's setback zone (taller vegetation).



#13: Looking WSW along the emergency access road, with site at left.



#15: Arrow-wood viburnum stressed by apparent insect damage or disease.



#17: General view of the site's wetland permitted to be filled.



#20: Electric vault near Traut Drive.



#19: Electric vault near Traut Drive.



#18: Two electric vaults near Traut Drive



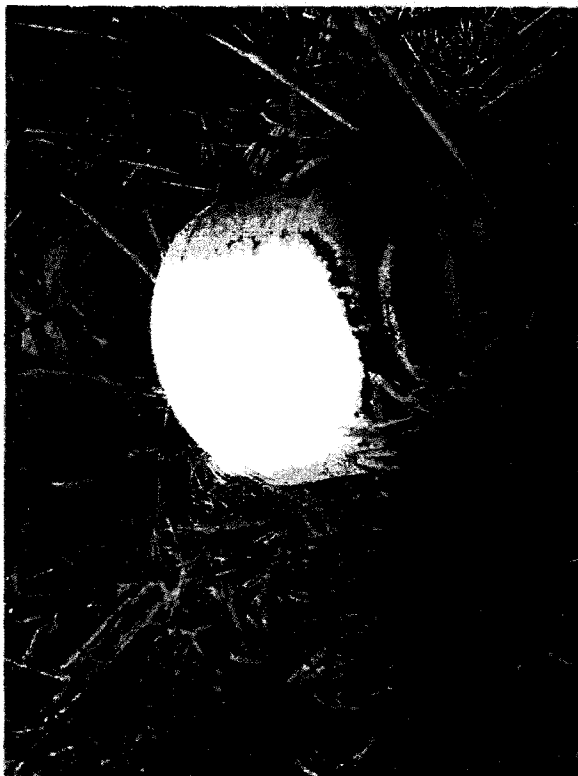
#22: Disconnected stand pipe from monitoring well.



#24: The site's ditch located near the off-site emergency access road.



#21: Lid of drum and tire.



#23: Discarded gasoline container.



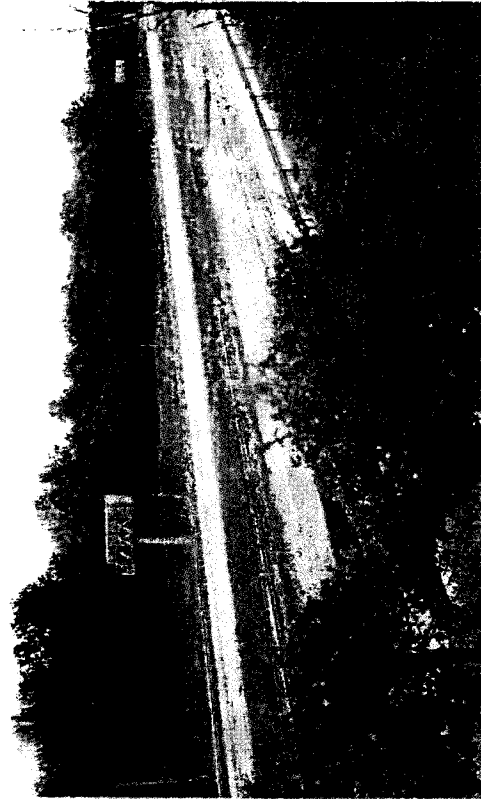
#25: Storm water pipe from Platz Road that discharges into the site's ditch.



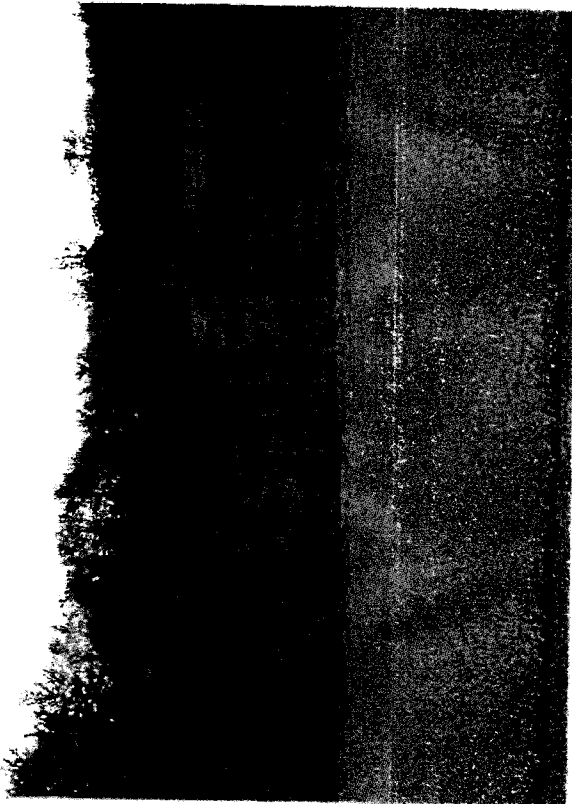
#27: Off-site property to the north.



#26: General view of the site as viewed from Platz Road.



#28: Off-site property to the south.

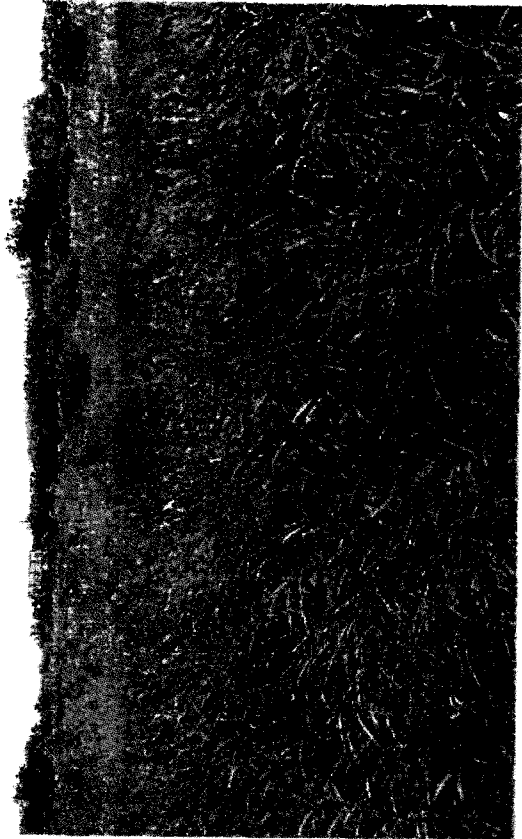


#29: Off-site property to the east.

Lease LPA09311



#30: Off-site property to the west.



#31: Off-site property to the west.

InfoMap

Technologies Incorporated

Environmental FirstSearch™ Report

Target Property:

**MATTHEWS ROAD
FAIRVIEW PA 16415**

Job Number: 08048

PREPARED FOR:

Andrew Martin Associates, Inc.

2700 West 21st Street

Erie, PA 16506

06-05-08



Tel: (610) 430-7530

Fax: (610) 430-7535

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**Environmental FirstSearch
Search Summary Report**

Target Site: MATTHEWS ROAD
FAIRVIEW PA 16415

FirstSearch Summary

Database	Set	Updated	Radius	Site	1/8	1/4	1/2	1/2+	ZIP	TOTALS
NPL	Y	04-07-08	1.00	0	0	0	0	0	0	0
NPL Delisted	Y	04-07-08	0.50	0	0	0	0	0	0	0
CERCLIS	Y	04-22-08	0.50	0	0	0	0	0	0	0
NFRAP	Y	04-22-08	0.50	0	0	0	0	0	0	0
RCRA COR ACT	Y	04-01-08	1.00	0	0	0	0	0	0	0
RCRA TSD	Y	04-01-08	0.50	0	0	0	0	0	0	0
RCRA GEN	Y	04-01-08	0.25	0	0	0	0	0	0	0
Federal IC / EC	Y	04-01-08	0.25	0	0	0	0	0	0	0
FRNS	Y	04-22-08	0.25	0	0	0	0	0	0	0
Tribal Lands	Y	12-01-05	1.00	0	0	0	0	0	0	0
State/Tribal Sites	Y	01-01-08	1.00	0	0	0	0	0	0	0
State Spills 90	Y	NA	0.25	0	0	0	0	0	0	0
State/Tribal SWL	Y	01-01-07	0.50	0	0	0	0	0	0	0
State/Tribal LUST	Y	02-04-08	0.50	0	0	0	0	0	0	0
State/Tribal UST/AST	Y	01-01-08	0.25	0	0	0	0	0	0	0
State/Tribal EC	Y	04-18-07	0.25	0	0	0	0	0	0	0
State/Tribal IC	Y	04-18-07	0.25	0	0	0	0	0	0	0
State/Tribal VCI*	Y	NA	0.50	0	0	0	0	0	0	0
State/Tribal Brownfields	Y	08-08-07	0.50	0	0	0	0	0	0	0
PADS	Y	12-15-07	0.25	0	0	0	0	0	0	0
- TOTALS -				0	0	0	0	0	0	0

Notice of Disclaimers

Due to the limitations, constraints, inaccuracies, and incompleteness of government information and computer mapping data currently available to InfoMap Technologies, certain conventions have been utilized in preparing the locations of all federal, state and local agency sites (including all InfoMap Technologies' databases). All EPA NPL and state landfill sites are depicted by a rectangle approximating their location and size. The boundaries of the rectangles represent the eastern and western most longitudes, the northern and southern most latitudes. As such, the mapped areas may exceed the actual areas and do not represent the actual boundaries of these properties. All other sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated property. Actual boundaries and locations of individual properties can be found in the files resulting from this search and are subject to change without notice.

Waiver of Liability

Although InfoMap Technologies uses its best efforts to research the actual location of each site, InfoMap Technologies does not and cannot warrant the accuracy of these sites with regard to exact location and size. All authorized users of InfoMap Technologies' services are proceeding at their own risk and are accepting full responsibility for any and all liability claims associated with search and map results, including incomplete and/or inaccurate site locations.

Environmental FirstSearch Site Information Report

Request Date: 06-05-08
Requestor Name: (b)(4); (b)(6)
Standard: ASTM-05

Search Type: COORD
Job Number: 08048
Filtered Report

Target Site: MATTHEWS ROAD
FAIRVIEW PA 16415

Demographics

Sites: 0	Non-Geocoded: 0	Population: NA
Radon: 1.5 - 5.3 PC/DL		

Site Location

	Degress (Decimal)	Degress (Min/Sec)	UTMs
Longitude:	-80.226564	-80:13:36	564043.59
Latitude:	42.012474	42:01:45	4651236.953
		Zone:	17

Comment

Comment:

Additional Requests/Services

Adjacent ZIP Codes: 0 Mile(s)				Services:	
ZIP Code	City Name	ST	Dist/Dir	Requested?	Date
				No	
				No	
				No	
				No	
				No	
				No	
				No	
				No	
				No	

Environmental FirstSearch Sites Summary Report

Target Property: MATTHEWS ROAD
FAIRVIEW PA 16415
JOB: 08048
TOTAL: 0
GEOCODED: 0
NON GEOCODED: 0
SELECTED: 0

Page No. DB Type Site Name/ID/Status Address Dist/Dir Map ID

*Environmental FirstSearch
Site Detail Report*

Target Property: MATTHEWS ROAD
FAIRVIEW PA 16415

JOB: 08048

No sites were found!

*Environmental FirstSearch
Site Detail Report*

Target Property: MATTHEWS ROAD
FAIRVIEW PA 16415

JOB: 08048

No sites were found!

Environmental FirstSearch Descriptions

NPL: EPA NATIONAL PRIORITY LIST - Database of confirmed and proposed Superfund sites.

NPL Deleted: EPA NATIONAL PRIORITY LIST Subset - Database of deleted Superfund sites.

CERCLIS: EPA COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY INFORMATION SYSTEM - Database of current and potential Superfund sites currently or previously under investigation.

NFRAP: EPA COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY INFORMATION SYSTEM ARCHIVED SITES - database of Archive designated CERCLA sites that, to the best of EPA's knowledge, assessment has been completed and has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

RCRA COR ACT: EPA RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM SITES - Database of RCRA facilities with reported violations and subject to corrective actions.

RCRA TSD: EPA RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM TREATMENT, STORAGE, and DISPOSAL FACILITIES - Database of facilities licensed to store, treat and dispose of hazardous waste materials.

RCRA GEN: EPA RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM SITES - Database of facilities that generate or transport hazardous waste or meet other RCRA requirements.

IGN - Large Quantity Generators
SGN - Small Quantity Generators
VGN - Conditionally Exempt Generator
 Included are RAATS (RCRA Administrative Action Tracking System) and CMEI (Compliance Monitoring & Enforcement List) facilities.

Federal IC / EC: EPA BROWNFIELD MANAGEMENT SYSTEM (BMS) - database designed to assist EPA in collecting, tracking, and updating information, as well as reporting on the major activities and accomplishments of the various Brownfield grant Programs.

FEDERAL ENGINEERING AND INSTITUTIONAL CONTROLS: Superfund sites that have either an engineering or an institutional control. The data includes the control and the media contaminated.

ERNS: EPA/NERC EMERGENCY RESPONSE NOTIFICATION SYSTEM - Database of emergency response actions. Data since January 2001 has been received from the National Response System database as the EPA no longer maintains this data.

Tribal Lands: DOI/BIA INDIAN LANDS OF THE UNITED STATES: Database of areas with boundaries established by treaty, statute, and (or) executive or court order, recognized by the Federal Government as territory in which American Indian tribes have primary governmental authority. The Indian Lands of the United States map layer shows areas of 400 acres or more, administered by the Bureau of Indian Affairs. Included are Federally-administered lands within a reservation which may or may not be considered part of the reservation.

State/Tribal Sites: PA DEP HAZARDOUS SITES CLEANUP PROGRAM - The Hazardous Sites Cleanup Act (HSCA) provides the Department of Environmental Protection (DEP) with the funding and the authority to conduct cleanup actions at sites where hazardous substances have been released. HSCA also provides DEP with enforcement authorities to force the persons who are responsible for releases of hazardous substances to conduct cleanup actions or to repay public funds spent on a DEP funded cleanup action. HSCA funds are also used to pay the state share of costs of cleanup actions at Pennsylvania sites in the Federal Superfund Program. Under the provisions of HSCA, most HSCA sites involve bankrupt facility owners, abandoned facilities, and inappropriate disposal of hazardous substances. At a general rule, HSCA sites do not include active facilities with financially viable owners.

State/Tribal SWL: PA DEP ACTIVE SOLID WASTE LANDFILL DATABASE - The Pennsylvania

Department of Environmental Protection Agency's Database of Active Solid Waste Landfill Facilities

State/Tribal LUST: PA DEP STORAGE TANK RELEASE INCIDENTS - This list represents confirmed release incidents that have been reported to DEP since the enactment of the Storage Tank and Spill Prevention Act (Tank Act) in July 1989. These release incidents represent leaks, spills and overfills which have occurred from storage tank systems regulated by the Tank Act only. Releases from home heating oil tanks, which are not regulated by the Tank Act, are not part of this list.

State/Tribal LUST/ST: PA DEP STORAGE TANK INFORMATION DATABASE - Database of registered storage tanks maintained by the PA DEP Bureau of Waste Management. Database includes registered, regulated storage tanks, except tanks storing highly hazardous substances and aboveground tanks with a capacity greater than 21,000 gallons (because of the Department's policy on sensitive information). Home heating oil tanks are not regulated and are not part of this list.

State/Tribal EC: PA DEP ENGINEERING CONTROLS LIST - Under the Land Recycling Act (Act 21) persons who perform a site cleanup using the site-specific standard or the special industrial area standard may use engineering or institutional controls as part of the response action. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation site requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

State/Tribal IC: PA DEP INSTITUTIONAL CONTROLS LIST - Under the Land Recycling Act (Act 21) persons who perform a site cleanup using the site-specific standard or the special industrial area standard may use engineering or institutional controls as part of the response action. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation site requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

State/Tribal Brownfields: PA DEP/PA ACT II SITES AND PA SITE FINDER DATABASES - The Pennsylvania Department of Environmental Protection Agency's Land Recycling Program Act II sites, and sites listed on the PA Sitefinder website
Brownfields Management System (BMS) is an analytical database designed to assist EPA in collecting, tracking, and updating information, as well as reporting on the major activities and accomplishments of the various Brownfield grant Programs.

PAIDS: EPA DATABASE OF PCB HANDLERS - Database of PolyChlorinatedBiphenyl generators, transporters, storers and/or disposers that are required to register with the EPA. This database indicates the type of handler and registration number. Also included is the PCB Transformer Registration Database.

RADON: NTIS NATIONAL RADON DATABASE - EPA radon data from 1990-1991 national radon project collected for a variety of zip codes across the United States.

Environmental FirstSearch Database Sources

NPL: EPA Environmental Protection Agency
Updated quarterly

NPL Delisted: EPA Environmental Protection Agency
Updated quarterly

CERCLIS: EPA Environmental Protection Agency
Updated quarterly

NFRAP: EPA Environmental Protection Agency
Updated quarterly

RCRA CORACT: EPA Environmental Protection Agency
Updated quarterly

RCRA TSD: EPA Environmental Protection Agency
Updated quarterly

RCRA GEN: EPA Environmental Protection Agency
Updated quarterly

Federal IC/EC: EPA Environmental Protection Agency
Updated quarterly

ERNS: EPA/ANRC Environmental Protection Agency
Updated semi-annually

Tribal Lands: DOI/BIA United States Department of the Interior
Updated annually

State/Tribal Sites: PA DEP The Pennsylvania Department of Environmental Protection Bureau of Waste Management
Updated annually

State/Tribal SWL: PA DEP The Pennsylvania Department of Environmental Protection Bureau of Waste Management
Updated annually

State/Tribal LUST: PA DEP The Pennsylvania Department of Environmental Protection Bureau of Waste Management
Updated semi-annually

State/Tribal UST/AST: PA DEP The Pennsylvania Department of Environmental Protection Bureau of Waste Management
Updated semi-annually

State/Tribal EC: PA DEP The Pennsylvania Department of Environmental Protection Agency's Land Recycling Program
Updated semi-annually

State/Tribal IC: PA DEP The Pennsylvania Department of Environmental Protection Agency's Land Recycling Program
Updated semi-annually

State/Tribal Brownfields: PA DEP/EPA The Pennsylvania Department of Environmental Protection Agency's Land Recycling Program
Updated when available

PADS: EPA Environmental Protection Agency
Updated quarterly

RADON: NTIS Environmental Protection Agency, National Technical Information Services
Updated periodically

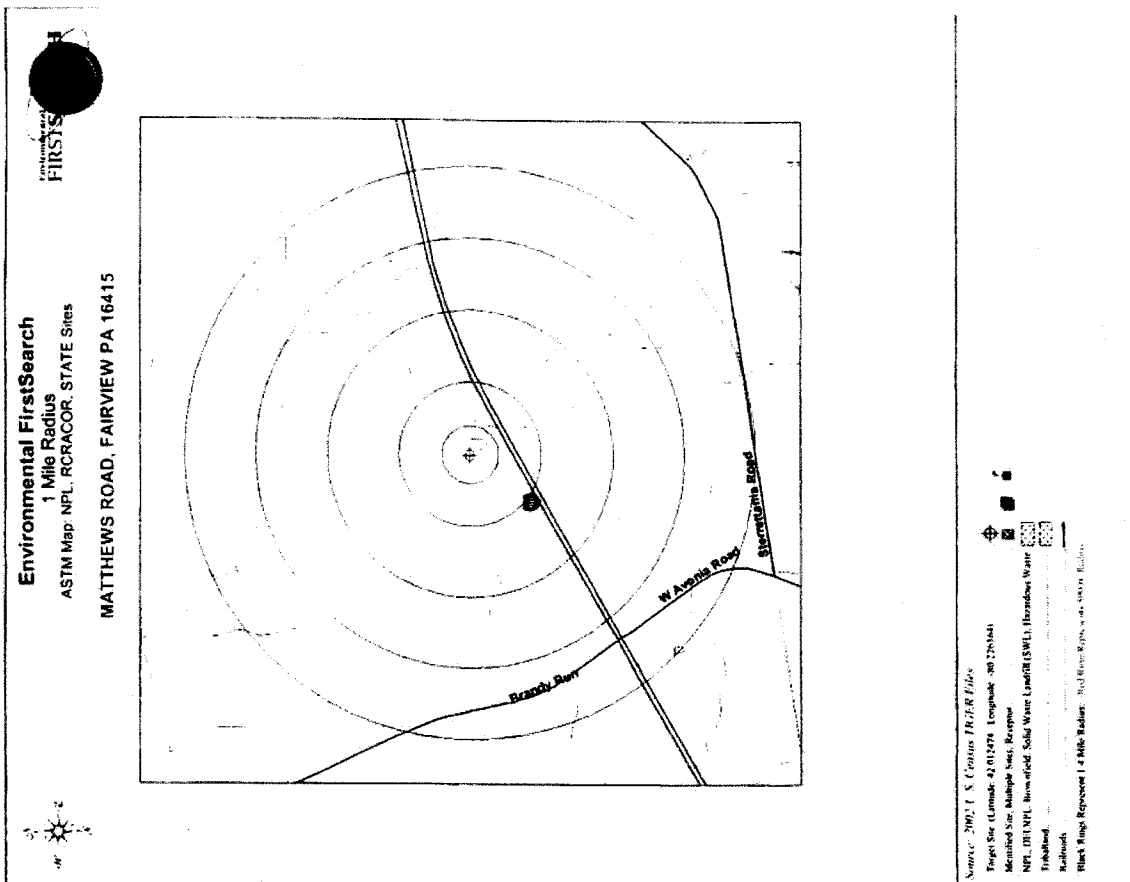
Environmental FirstSearch

Street Name Report for Streets within .25 Mile(s) of Target Property

Target Property: MATTHEWS ROAD
FAIRVIEW PA 16415

JOB: 08048

Street Name	Dist/Dir	Street Name	Dist/Dir
Hook Rd	0.22 SE		
I-90	0.13 SE		
Kreider Rd	0.16 NE		
Pinz Rd	0.14 NE		

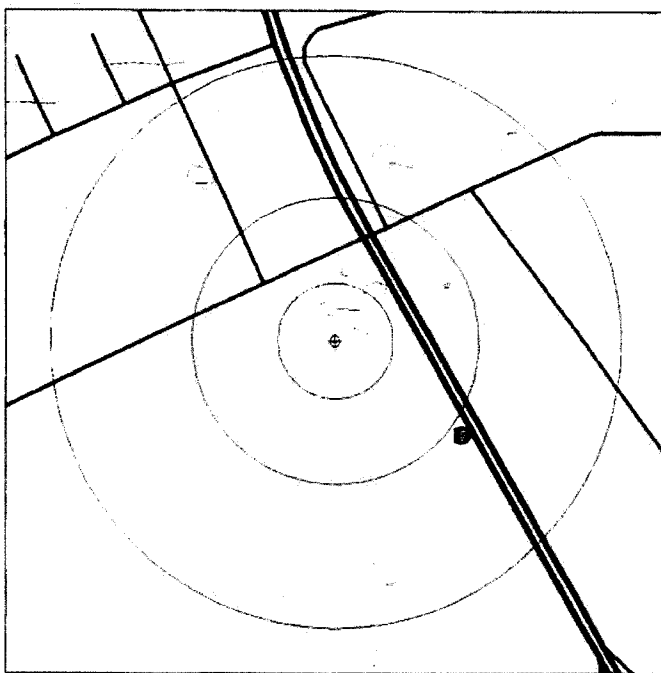


Environmental FirstSearch

5 Mile Radius
ASTM Map: CERCLUS, RCRATSD, LUST, SWL

MATTHEWS ROAD, FAIRVIEW PA 16415

FIRSTSEARCH



Source: 2002 U.S. Census TRIPER Files

Target Site (Latitude: 42.012874 Longitude: -80.226041)

Identified Site: Multiple Sites, Receptor

NPI: 0012874, Brownfield, Solid Waste Landfill (SWL), Hazardous Waste

Tabular

Railroads

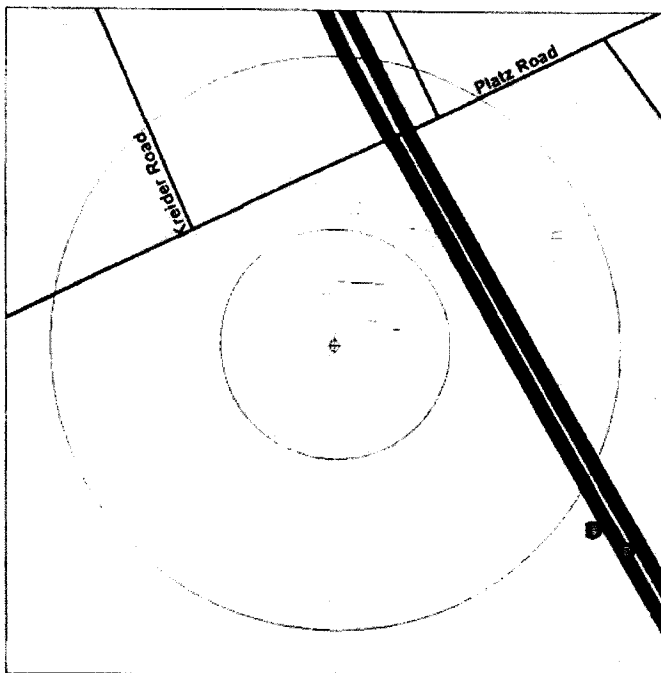
Black Rings Represent 1.4 Mile Radius. Click Any Rings to see 0.7 Mile Radius

Environmental FirstSearch

25 Mile Radius
ASTM Map: RCRAGEN, ERNS, UST

MATTHEWS ROAD, FAIRVIEW PA 16415

FIRSTSEARCH



Source: 2002 U.S. Census TRIPER Files

Target Site (Latitude: 42.012874 Longitude: -80.226041)

Identified Site: Multiple Sites, Receptor

NPI: 0012874, Brownfield, Solid Waste Landfill (SWL), Hazardous Waste

Tabular

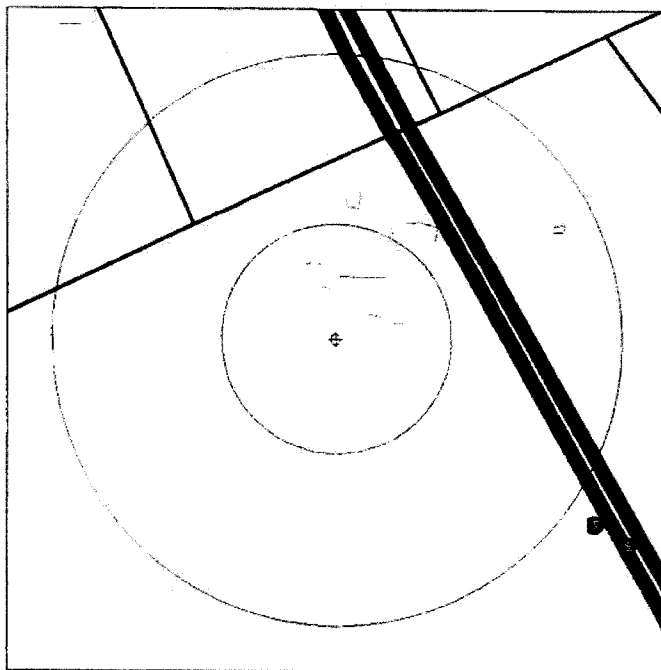
Railroads

Black Rings Represent 1.4 Mile Radius. Click Any Rings to see 0.7 Mile Radius

25 Mile Radius

Non-ASTM Map: No Siles Found

MATTHEWS ROAD, FAIRVIEW PA 16415



Source: 2002 US Census TIGER Files

1. Project Site: 42.012474 1.000000 (42.012474 1.000000)

12000 NINE HARBOR RD. #2-51274 Exton, PA 19341

1987-1988, 1989-1990, 1991-1992, 1993-1994, 1995-1996, 1997-1998, 1999-2000, 2001-2002, 2003-2004, 2005-2006, 2007-2008, 2009-2010, 2011-2012, 2013-2014, 2015-2016, 2017-2018, 2019-2020, 2021-2022, 2023-2024, 2025-2026, 2027-2028, 2029-2030, 2031-2032, 2033-2034, 2035-2036, 2037-2038, 2039-2040, 2041-2042, 2043-2044, 2045-2046, 2047-2048, 2049-2050, 2051-2052, 2053-2054, 2055-2056, 2057-2058, 2059-2060, 2061-2062, 2063-2064, 2065-2066, 2067-2068, 2069-2070, 2071-2072, 2073-2074, 2075-2076, 2077-2078, 2079-2080, 2081-2082, 2083-2084, 2085-2086, 2087-2088, 2089-2090, 2091-2092, 2093-2094, 2095-2096, 2097-2098, 2099-2100, 2101-2102, 2103-2104, 2105-2106, 2107-2108, 2109-2110, 2111-2112, 2113-2114, 2115-2116, 2117-2118, 2119-2120, 2121-2122, 2123-2124, 2125-2126, 2127-2128, 2129-2130, 2131-2132, 2133-2134, 2135-2136, 2137-2138, 2139-2140, 2141-2142, 2143-2144, 2145-2146, 2147-2148, 2149-2150, 2151-2152, 2153-2154, 2155-2156, 2157-2158, 2159-2160, 2161-2162, 2163-2164, 2165-2166, 2167-2168, 2169-2170, 2171-2172, 2173-2174, 2175-2176, 2177-2178, 2179-2180, 2181-2182, 2183-2184, 2185-2186, 2187-2188, 2189-2190, 2191-2192, 2193-2194, 2195-2196, 2197-2198, 2199-2200, 2201-2202, 2203-2204, 2205-2206, 2207-2208, 2209-2210, 2211-2212, 2213-2214, 2215-2216, 2217-2218, 2219-2220, 2221-2222, 2223-2224, 2225-2226, 2227-2228, 2229-2230, 2231-2232, 2233-2234, 2235-2236, 2237-2238, 2239-2240, 2241-2242, 2243-2244, 2245-2246, 2247-2248, 2249-2250, 2251-2252, 2253-2254, 2255-2256, 2257-2258, 2259-2260, 2261-2262, 2263-2264, 2265-2266, 2267-2268, 2269-2270, 2271-2272, 2273-2274, 2275-2276, 2277-2278, 2279-2280, 2281-2282, 2283-2284, 2285-2286, 2287-2288, 2289-2290, 2291-2292, 2293-2294, 2295-2296, 2297-2298, 2299-2300, 2301-2302, 2303-2304, 2305-2306, 2307-2308, 2309-2310, 2311-2312, 2313-2314, 2315-2316, 2317-2318, 2319-2320, 2321-2322, 2323-2324, 2325-2326, 2327-2328, 2329-2330, 2331-2332, 2333-2334, 2335-2336, 2337-2338, 2339-2340, 2341-2342, 2343-2344, 2345-2346, 2347-2348, 2349-2350, 2351-2352, 2353-2354, 2355-2356, 2357-2358, 2359-2360, 2361-2362, 2363-2364, 2365-2366, 2367-2368, 2369-2370, 2371-2372, 2373-2374, 2375-2376, 2377-2378, 2379-2380, 2381-2382, 2383-2384, 2385-2386, 2387-2388, 2389-2390, 2391-2392, 2393-2394, 2395-2396, 2397-2398, 2399-2400, 2401-2402, 2403-2404, 2405-2406, 2407-2408, 2409-2410, 2411-2412, 2413-2414, 2415-2416, 2417-2418, 2419-2420, 2421-2422, 2423-2424, 2425-2426, 2427-2428, 2429-2430, 2431-2432, 2433-2434, 2435-2436, 2437-2438, 2439-2440, 2441-2442, 2443-2444, 2445-2446, 2447-2448, 2449-2450, 2451-2452, 2453-2454, 2455-2456, 2457-2458, 2459-2460, 2461-2462, 2463-2464, 2465-2466, 2467-2468, 2469-2470, 2471-2472, 2473-2474, 2475-2476, 2477-2478, 2479-2480, 2481-2482, 2483-2484, 2485-2486, 2487-2488, 2489-2490, 2491-2492, 2493-2494, 2495-2496, 2497-2498, 2499-2500, 2501-2502, 2503-2504, 2505-2506, 2507-2508, 2509-2510, 2511-2512, 2513-2514, 2515-2516, 2517-2518, 2519-2520, 2521-2522, 2523-2524, 2525-2526, 2527-2528, 2529-2530, 2531-2532, 2533-2534, 2535-2536, 2537-2538, 2539-2540, 2541-2542, 2543-2544, 2545-2546, 2547-2548, 2549-2550, 2551-2552, 2553-2554, 2555-2556, 2557-2558, 2559-2560, 2561-2562, 2563-2564, 2565-2566, 2567-2568, 2569-2570, 2571-2572, 2573-2574, 2575-2576, 2577-2578, 2579-2580, 2581-2582, 2583-2584, 2585-2586, 2587-2588, 2589-2590, 2591-2592, 2593-2594, 2595-2596, 2597-2598, 2599-2600, 2601-2602, 2603-2604, 2605-2606, 2607-2608, 2609-2610, 2611-2612, 2613-2614, 2615-2616, 2617-2618, 2619-2620, 2621-2622, 2623-2624, 2625-2626, 2627-2628, 2629-2630, 2631-2632, 2633-2634, 2635-2636, 2637-2638, 2639-2640, 2641-2642, 2643-2644, 2645-2646, 2647-2648, 2649-2650, 2651-2652, 2653-2654, 2655-2656, 2657-2658, 2659-2660, 2661-2662, 2663-2664, 2665-2666, 2667-2668, 2669-2670, 2671-2672, 2673-2674, 2675-2676, 2677-2678, 2679-2680, 2681-2682, 2683-2684, 2685-2686, 2687-2688, 2689-2690, 2691-2692, 2693-2694, 2695-2696, 2697-2698, 2699-2700, 2701-2702, 2703-2704, 2705-2706, 2707-2708, 2709-2710, 2711-2712, 2713-2714, 2715-2716, 2717-2718, 2719-2720, 2721-2722, 2723-2724, 2725-2726, 2727-2728, 2729-2730, 27

To subscribe

National Electronic Sites and a Bookmark Site: <http://www.fda.gov/oc/ohrt/> (Patient Safety)

Kaizer's

North Atlantic Regional Meeting

Behavioral Science and Technology

1.

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**OBSERVATION SURVEY
SITE INSPECTION**

Client: <u>Aquest Development Co.</u> Address: <u>80 Curtwright Drive Suite 5</u> <u>Williamsville, NY 14221</u> Phone: <u>(b)(6)</u> Contact: <u>(b)(6)</u> Phone: <u>(b)(6)</u>	Date and Time of Inspection: <u>6/7/08 - 10:00 a.m.</u> Inspector: <u>(b)(4); (b)(6)</u> Weather: <u>Mostly overcast, 82°F</u> Duration on site: <u>2.25 hours</u> Photographs: <u>Yes</u> Site location: <u>NW corner of I-90 and Platz Road</u> <u>Fairview Township</u> <u>Erie County, PA 16415</u>
Permission to access site: <u>(b)(6)</u> client contact	
Phone: <u>(b)(6)</u>	

SITE DESCRIPTION

Site description: <u>Reverting farmland</u> Total acres: <u>14.58 acres</u> Number of buildings: <u>None</u> Type/Construction of buildings: <u>N/A</u> Does site have access roads: <u>Yes</u> Type of drinking water supply: <u>X</u> municipal (available) <u> </u> well water Type of traffic: <u>Light industrial</u> Groundwater in use on site: <u>None</u> Dates of construction: <u>N/A</u> Surface drainage to: <u>Water conveyance device (ditch) and internal</u> Estimate % slope: <u>Mostly <2%</u> Direction of slope: <u>Varies</u> Estimate of site paved or similarly developed: <u>0%</u> Discharge of water to: <u>N/A</u> Watershed: <u>Brandy Run</u>	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;">Commercial</td><td style="width: 50px;"></td></tr><tr><td style="text-align: center;">Residential</td><td></td></tr><tr><td style="text-align: center;">Industrial</td><td></td></tr><tr><td style="text-align: center;">Agricultural</td><td></td></tr><tr><td style="text-align: center;">Undeveloped</td><td style="text-align: center;">X</td></tr><tr><td style="text-align: center;">Other</td><td></td></tr></table>	Commercial		Residential		Industrial		Agricultural		Undeveloped	X	Other	
Commercial													
Residential													
Industrial													
Agricultural													
Undeveloped	X												
Other													

HAZARDOUS MATERIALS/SITE CONTAMINATION

Evidence suggestive of:		Yes	No			Yes	No
Surface impoundments			X	Waste oil processing			X
Drum(s) storage			X	Waste oil storage			X
Tank(s) above ground			X	Solvent recovery			X
Tank(s) below ground			X	Landfill			X
Incinerator			X	Open dump (waste piles)			X
Recycling			X	Unauthorized dumping			X
Chemical/Physical Treatment			X	Underground injection			X
Biological Treatment			X	Sandblasting			X
Comments:				Regulatory testing required			X
				Does facility have EPA ID			X
				Does facility have written waste analysis plan			X

	Yes	No
Does facility generate, transport, treat, store, or dispose of hazardous wastes or medical wastes		X
Are manifest copies available		NA
Inappropriate odors		X
Potential or actual air emissions		X
Presence of surface stains (excluding de minimus stains)		X
Does site contain containers that are leaking, corroding, or bulging		X
Does facility provide security to reduce unauthorized entry of persons or livestock		X

NPDES permit number: N/A

Evidence of surface water contamination: None

Evidence of soil contamination: None

Evidence of soil runoff: None

Evidence of erosion problem: None

HAZARDOUS MATERIAL/SITE CONTAMINATION

Evidence of environmental damage to vegetation, wildlife, fish, etc.: None

Evidence of burned/charred areas: None

Potential for groundwater contamination from on-site sources: Minimal

Outfall pipes onto or from the site: Storm water only (onto the site)

Describe vegetative cover: Herbaceous, shrubs, trees (mostly small)

Observable wells (water, gas, oil) on site: None observed

Identified off-site wells within a ¼ mile radius of the site (describe type and number):

One gas well, to the northwest (not shown on the Oil and Gas Well Map)

STORAGE TANKS

Are there known underground storage tanks present? _____ Yes X No

Nature of present UST contents N/A

Indications of USTs:

No Fill pipes
No Pumps
No Pump connections
No Cover plates
No Fill material
No Sunken ground
No Vegetative patterns
No Environmental Database Search

Observed ASTs on site: None

Contents of ASTs on site: N/A

If an AST/UST is found on site, is it registered: N/A

Has an AST/UST been removed: Yes, two USTs

Nature of removed AST/UST contents: Gasoline (1,000 gallon); diesel fuel (500 gallon)

INDICATIONS OF PCBs

Are transformers on the site: Yes X No Pad-mounted
 Pole-mounted
Do they appear to be intact: Yes No
Are they labeled: PCB Non-PCB Unlabeled Unknown
Other electrical equipment observed on site: Four electric vaults
Is fluorescent lighting in use: No
Are used oils stored on-site: No

INSULATION MATERIALS

Type of building insulation(s): Wall Ceiling N/A None Observed
Describe building insulations used: N/A – no buildings on site
Is building insulation friable (chipped or crumbling): N/A
Describe pipe/duct insulations used: N/A
List any suspected asbestos containing materials observed: N/A

***Note: This is not a formal asbestos inspection.**

WETLANDS

Does the National Wetlands Inventory Map indicate wetlands: No
Are surface impoundments present: No
Are wetlands suspected: Yes
If suspected, what type: X Palustrine Open Water Riparian

Note: This is not a formal wetland identification.

PRESENCE OF LEAD

Are painted surfaces present: _____ Yes _____ X No _____ Undetermined

Is copper pipe with soldered joints present: _____ Yes _____ X No _____ Undetermined

GEOLOGY OF AREA

Topographic relief: Gently sloping with minor topographic relief

100-year flood plain: No

On-site streams: One water conveyance device (ditch)

DESCRIPTION OF SURROUNDINGS

List of adjacent site activities	Note sensitive conditions observed
North: <u>Emergency access road; undeveloped</u>	<u>None</u>
South: <u>Interstate 90; wood lot</u>	<u>None</u>
East: <u>Platz Road; fields; wood lot; home site</u>	<u>None</u>
West: <u>Traut Drive; undeveloped</u>	<u>None</u>

SAMPLING

Were samples taken: No

Type and number of samples: N/A

Are sample sheets attached: N/A

Are chain of custody sheets attached: N/A

Interview Notes

6-11-08

Name: **(b)(4); (b)(6)**
 Title: DIRECTOR
 How Long (pos./co./mun.): —
 Owner(s): GEICO
 When Purchased: Early 1990's
 From Whom: BANK OF AMERICA
 Present Use(s): —
 History: —
 USTs/ASTs (past or present): NO NEW ONE SINCE 2003 EJA
 In-Ground Hydraulic Lifts (past or present): —
 Oil-Water Separators (past or present): —
 Paint Booths: —

- PENETEC ELECTRIC UNITS / JET. BOMBS - COULD HAVE TRANS.
 IN THEM BUT WOULD NORMALLY SIT ON TOP - B.D.G.S. WILL
 NEED THEM OWN TRANSFORMERS.

Hazardous Substances (past or present) Used, Generated, or Stored
 (solvents, parts washer): NOTHING SINCE 2003 EJA

Petroleum Products (new or used, past or present): NO

Bulk Chemicals (chemical inventory list): NO

Domestic Trash Hauler: NO

Mun. H₂O / Mun. Sanitary Sewer / Septic Systems / Gas / Electric:

AV. AV. AV.

Wells (Water, Gas, Oil, Monitoring, Injection, or Dry): NO

Topographic Changes / Fill Material: NOT SINCE 2003

Type of Heat and A/C: —

Building Insulation (walls and ceiling): —

Spills, Releases, Fires, Illegal Disposal: NONE

Paint Booths: —

86

NO EXTENSION FROM
 KILLER IT WOULD BE
 AVAILABLE

(NOTHING NEW)

Gov't CT Lessor net

BG

Notices of Violation - PPP, H-R, Mun.: NO
 Env. Probs. On Adjacent Properties: NO
 Historic Uses of Adjacent Properties [gas stations, dry cleaners]:
 In General: /
 North: /
 South: /
 East: /
 West: /
 Prior ESAs or Other Environmental Studies: NOT ON SUB. PROP.
 Env. Liens or Activity or Deed Use Limitations: NO
 Reduction in the Market Value of the Subject Property Based on Env. Limitations: NO

 Facility ID No.: /
 Farm Chemicals: /
 SHARPS Containers / Medical Waste: /
 Industrial Laundry: /
 Assessment Number(s): /
 Site Map: HOUSE DEMO. DEBRIS - (DOES IT REMEMBER HOUSE) ENGINE ACCESS RD. IS NOT PART OF RESIDER RD.

Interview Notes

6-12-08
 @ H.P.B. 107

Name: PETER D. KRAUS 474-5942Title: TRP. SUP - LIVES IN (b)(6)How Long (pos./mun.): /History of Subject Property: /Mun. H₂O / Mun. Sewer: /Spills, Releases, Fires, ^{On Road} Dumping: NONotices of Violation - PPP, H-R, Mun.: NOEnv. Problems on Adjacent Properties: NOHistoric Uses of Adjacent Properties [gas stations, dry cleaners]: /Other: OLD (RAZED) HOUSE - PROB. BUILT 1900's- BASEMENT NO MORE THAN 5' DEEP

- DEMO. DEBRIS PUT IN DUMPSTER AND TAKEN TO LANDFILL - SOME STONE USED AS FILL FOR "DIKE"

6-12-88

Env. Problems on Adjacent Properties: NONE, Although Top-ORDERED Cleanup of "TOSSED ITEM" (CARP, CASE PARTS, tanks, "JUNK") From FREE AREA, I-90

Historic Uses of Adjacent Properties [gas stations, dry cleaners]:

Historic Uses of Adjacent Properties [gas stations, dry cleaners]:

Other: ON-SITE HOME RAGED (UNSAFE)
- DEMO DESKIS HAWLER AWAY

Glossary of Terms

Hazardous Wastes

Defining "hazardous waste" is a dynamic process. Near constant updating as a result of new information requires frequent changing in regulatory agency procedures. Essentially the EPA defines the term hazardous waste in two ways: By characteristic and by listed substance. The characteristic criteria include: Ignitability, corrosivity, reactivity and toxicity. Secondly, a waste may appear on the EPA Subtitle C list in which case it is considered hazardous regardless of concentration.

Polychlorinated Biphenyls (PCBs)

Sometimes referred to as chlorodiphenyls, PCBs have been used in over 100 different forms since the late 1920's. Used in both solid and liquid form they remain stable at high temperatures and are insoluble in water. Thus, they are suitable for electrical transformers, paints, inks, hydraulic fluids, capacitors, and sealant.

The most prevalent contamination profile is from leaking electrical transformers. Both surface and subsurface soils maybe contaminated from this source. Due to the molecular stability of PCB's once introduced to the environment, they remain relatively unchanged for many decades.

Human exposure to PCB's can result in contact dermatitis, skin rashes, chloracne, headaches, dizziness, dry throat, eye irritation, nausea, liver damage and possible teteragenic affects and cancer.

Asbestos

Asbestos is a general term for several fibrous silicate minerals. Asbestos was widely used in pipe construction, cement, insulation, floor covering, brake lining, gaskets, paper, textiles, and spray fireproofing treatment.

Asbestos only becomes dangerous when it degrades and crumbles becoming airborne (friable) in the form of dust. The lungs absorb friable asbestos, which then forms scar tissue called asbestosis. Asbestos has also been linked to cancer and is believed to be the second major cause of lung cancer next to cigarettes.

Underground Storage Tanks (USTs)

There is a great liability associated with underground storage tanks (UST's) since a small leak can go undetected for a long period of time. These tanks can threaten ground water that supplies drinking water to the general population. As a result PA strictly regulates the removal, replacement, abandonment, and retrofitting of USTs.

Federal RCRA regulations require all tank owners to register their USTs. Owners must "specify the tank's age, size, type, location, and uses." Under RCRA guidelines, states are required to maintain two registries: (1) tanks used to store petroleum products and (2) tanks used to store all other regulated substances. If a leaking underground storage tank (LUST) is discovered, the owner/operator must report it to state and local authorities. In addition, tank owners must show financial responsibility for their underground storage tanks by purchasing insurance or by making other financial arrangements.

Gases

Throughout the United States soils contain trace amounts of the element uranium. As it breaks down, it gives off radiation and radium, which decays into radon gas. Radon is odorless and colorless and is the heaviest gas known (7.7 times heavier than air). Radon seeps up from the soil through porous foundations and subsurface walls of buildings accumulating in basements and crawl spaces. The EPA has determined that inhalation of radon gas damages the lungs, contributing to over 20,000 deaths annually.

Formaldehyde gas is released from the resins used in particleboard, fiberboard used in cabinets, furniture, hardwood-veneered plywood paneling, carpet adhesive, electrical parts, textile finishes and foam insulation. Formaldehyde has been linked to cancer and health effects from exposure at levels as low as 0.05 PPM and has been reported fatal at 100 PPM.

Lead

Lead is a soft metal used in lead-acid storage batteries, paints, solders, pipes, foils and various industrial chemicals. Contamination frequently emanates from petroleum spillage, lead-based paints and agricultural run-off. Lead may be absorbed from soil and air by both plant and animals. Human exposure to lead will harm the liver, heart, and kidneys; with higher levels causing mental retardation. On 1-9-91 The PA Plumbing System Lead Ban and Notification Act took effect. In general the act forbids the use of leaded pipe, solder or flux in the construction or repairs of plumbing completed after that date. This applies to all plumbing, not just that involving drinking water, to all water users including homes and non-residential facilities that obtain their water from private wells.

Chlorinated Solvents

This group of solvents is frequently used as degreasing agents in manufacturing, automotive repair and dry-cleaning. Exposure will cause depression of the central nervous system, blindness, deafness, and damage to the heart, liver and kidneys. Although these solvents are not flammable, they do produce toxic vapors especially when exposed to heat or sunlight. By products from decomposition include hydrochloric acid and phosgene, which are both corrosive and toxic.

Dioxin

The word Dioxin is the shortened version of Polychlorinated dibenzo-p-dioxin. This chemical is used in the production of herbicides, disinfectants, & wood preservatives. This substance caused the evacuation of the town of Love Canal in New York. Dioxin is found in at least 75 different compounds. This family of compounds includes the chemical TCDD. Found in the herbicide Agent Orange, TCDD has been shown to be 500 times more toxic than Strychnine & 10,000 times more poisonous than cyanide in animal studies.

Mercury

Due to its toxicity to bacteria, fungi and other living organisms, Mercury is used in a compound form as an anti-bacterial and fungi agent used in production of paper products, seed treatment and agricultural soil treatment. Other uses include electrical equipment, switches, batteries, and vapor lamps. Poisoning from metallic mercury frequently occurs because of the ease at which the metal vaporizes. Absorbed through the lungs it affects the brain, kidneys, and damages the central nervous system.

Pesticides

The term pesticide is a general term that describes several classes of agents including insecticides, acaricides, nematocides, rodenticides, fungicides, and herbicides. All of these agents are toxic to humans, some of them suspected of being carcinogenic. Problems usually are associated with mishandling (dumping), excessive application or illegal use.

Petroleum Products

Petroleum products include gasoline, heating oil, paint thinners, kerosene, and a variety of distillates. They are used for heating, fuels, cleaning solvents, lubricants and various chemical-manufacturing processes. Most problems are associated with leaking storage tanks, spillage, and inappropriate disposal. By way of water transport, petroleum products can contaminate surface and groundwater at considerable distances from the point of contamination. Due to volatility, animal studies have shown contamination through the respiratory system to be 140 times more toxic than through ingestion.

Wetlands

Wetlands are aquatic ecosystems that are protected by federal and state regulatory agencies. There are several different types of wetlands and some of them do not have standing water throughout the year. Typically these are the Palustrine (wet meadow) wetlands. It is important to know if wetlands are present on a site since the regulated area will determine the allowable use of the land and possibly influence the market value of the tract.

(b)(4); (b)(6)



EXPERIENCE

(b)(4); (b)(6)

EDUCATION

(b)(4); (b)(6)

ADDITIONAL TRAINING/DESIGNATIONS

(b)(4); (b)(6)

AFFILIATIONS

(b)(4); (b)(6)

(b)(4); (b)(6)



EXPERIENCE

(b)(4); (b)(6)

EDUCATION

(b)(4); (b)(6)

ACCREDITATION

(b)(4); (b)(6)

AFFILIATIONS

(b)(4); (b)(6)



Andrew Martin Associates, Inc.
Environmental Consultants

• Wetland & Stream • Wetland & Stream • Wetland & Stream • Wetland & Stream

June 19, 2008

(b)(6)

Acquest Development Co.
80 Curtwright Drive - Suite 5
Williamsville, NY 14221

RE: Wetland Walkover of the Fairview Business Park Site

Dear (b)(6)

Per your request, on June 11 and 14, 2008, I completed a wetland walkover of the Fairview Business Park site, located at the northwest corner of Interstate 90 and Platz Road in Fairview Township (Erie County), Pennsylvania 16415. The subject property is further identified as Lots 18B, 18C, and 19D of the Fairview Business Park. The purpose of the wetland walkover was to determine the likelihood of the proposed project discharging fill into a wetland. The wetland walkover updates a wetland delineation study performed by a (b)(4); (b)(6) in 2001 and a jurisdictional wetland determination conducted by the Army Corps of Engineers (ACOE), also in 2001. The 2001 wetland delineation and 2001 ACOE jurisdictional wetland determination identified a single wetland on the subject property. A Department of the Army permit (Permit No. 2001-1238) was issued that authorized impact to the wetland. In December 2005, the Department of the Army extended the permit to December 31, 2009, following a request by the Greater Erie Industrial Development Corporation. The permit does not include the southernmost end of the wetland, i.e., the portion of the wetland that lies within the setback area of Lot 19D, situated adjacent to the Interstate 90 right of way.

During my wetland walkover, I did not identify any area(s) that, in my best professional judgment, met the three criteria of a wetland as defined in the 1987 ACOE wetland delineation manual, other than the previously mentioned wetland area identified in 2001 by (b)(4); (b)(6) and the ACOE.

Assuming that the proposed site development activities include appropriate engineering practices (e.g., the installation of silt fences), I do not believe it likely that deleterious wetland impacts will occur on the subject property. Mr. Michael Huntress, of Acquest Development Company, informed me that the proposed site development will be limited to Lots 18B and 18C of the subject property. Accordingly, the likelihood of deleterious impacts to the wetland area located at the southern end of Lot 19D is further reduced.

3000 West 21st Street • Erie, PA 16592 • Tel: 814/863-1500 • Fax: 814/863-1501
E-mail: info@ama.com • Web: www.ama.com • P.O. Box 66, Erie, PA 16592
www.ama.com • 1-800-441-1500 • 1-800-441-1501

Mr. Huntress also informed me that the site's ditch, located in the vicinity of an emergency access road, Platz Road, and Interstate 90, would not be included in the proposed site development activities. At a minimum, the ditch appears to perform a stormwater management function and, as such, should also be protected by appropriate engineering practices such as the installation of silt fences.

As an additional point of consideration, a document provided to me by Mr. Huntress states that (as an option) a wetland determination must be performed by a "COE-certified delineator." On June 19, 2008, I contacted (via telephone) Ms. Christina Schroeder, a regulatory project manager for the ACOE. Ms. Schroeder stated that the ACOE no longer certifies wetland delineators and has not done so for a number of years. As for my qualifications to perform wetland determinations, I (1) have taken wetland identification/delineation courses, (2) have 16 years of experience making wetland determinations, and (3) remain in good standing with state (Pennsylvania) and federal (ACOE) environmental regulatory agencies.

In summation, based upon the results of my wetland walkover and the information provided by Mr. Huntress, I do not anticipate any discharge of fill into the site's non-permitted wetland (located at the southern end of Lot 19D) nor the site's ditch. As mentioned, this conclusion assumes that the proposed site development activities include appropriate engineering practices such as the installation of silt fences. Because wetland encroachments are not anticipated for this project, wetland encroachment permits will not be required.

Sincerely,

(b)(6)

(b)(4); (b)(6)

Field Biologist



GSA Public Buildings Service

ATTACHMENT B

**CERTIFICATE OF SEISMIC COMPLIANCE
NEW BUILDING**

Date: June 20, 2008

Preparer certifies that building proposed to be constructed for the (b)(5); (b)(7)(F) in Erie, PA has been designed and constructed in accordance with seismic provisions of the (b)(5)

Building Type: S1A No. of Stories: 1 Approx. Area: +/-12,000 SF
Building Design Code: BCPA Year of Design Code: 2007 Year of Construction: 2009

Affix Stamp and Sign Here

Engineer's Name: Phil Silvestri, R.A.

Firm: Silvestri Architects

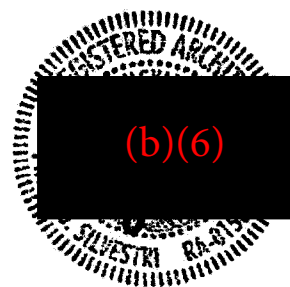
Address: 80 Pineview Drive, Amherst, NY 14228

Telephone: (716) 691-0900

License No: (b)(6)

State: Pennsylvania

Expiration Date: 6/30/09



Comments:

Building will be designed to Benchmark Code and will meet seismic design and detailing criterion by default.

Attachment:

FORM B
REQUEST FOR SENSITIVE BUT UNCLASSIFIED DOCUMENTS

PROJECT TITLE: US CBP in Erie, PA BUILDING NUMBER _____
PROJECT NUMBER 7PA2175 BUILDING NAME Erie Station _____
CONTRACTOR Acquest Development LLC A/E Silvestri Architects _____
CM Acquest Development LLC _____

This solicitation includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires bidders/offerors to exercise reasonable care when handling documents relating to SBU building information per the solicitation.

REASONABLE CARE:

1. Limiting dissemination to authorized users. Dissemination of information shall only be made upon determination that the recipient is authorized to receive it. The criterion to determine authorization is need-to-know. Those with a need-to-know are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

NOTE: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

(a) A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business. The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that do not issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; and

(b) Verification of a valid DUNS Number against the company name listed on the business license or certification. Verification may be obtained through <http://www.fpdcc.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; and

(c) A Valid IRS Tax ID Number of the company requesting the information; and, as necessary,

(d) A Valid picture state driver's license shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

2. **Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

3. **Term of Effectiveness.** The efforts required above shall continue throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

4. **Written agreement of disposal.** For all contracts using SBU building information, the contractor shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software. The recipient acknowledges the requirement to use reasonable care, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.

Name of Requestor: Michael Huntress
(Please Print)

Name Of Firm: Acquest Development LLC

Signature: (b)(6)

Title: Vice President

Date: 7/24/08

Telephone Number: 716-204-3570

Address: 80 Curtwright Dr., Suite 5

Williamsville, NY 14221

Copy of business license attached

DUNS Number: 18-843-7750

Verified: Yes

IRS Tax ID Number (b)(4)



(b)(5); (b)(7)(F)

Erie, Pennsylvania

SFO # 7PA2175

BAFO

Volume II

DUE DATE
October 24, 2008

Christian Townsend
GSA, Contracting Officer

ACQUEST DEVELOPMENT COMPANY

80 Curtwright Drive, Suite #5 • Williamsville, NY 14221 • Ph: (716) 204-3570 • Fax: (716) 204-3565 • e-mail: info@acquestdevelopment.com



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ACQUEST
COMMERCIAL

(b)(5); (b)(7)(F)

FAIRVIEW BUSINESS
PARK, ERIE PA

SITE PLAN

EXTENSIVE

DESIGNED BY:
 DRAWN BY:
 PROJECT NO:
 DATE: 5/20/08

08084

5/20/08



SILVESTRI
ARCHITECTS-PC

101 N. HARRIS
SUITE 200
EAST PITTSBURGH, PA 15120

DRAWING SP-101

(b)(5)





NOTICE
The undersigned, by executing this Lease, hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which might render the information furnished herein false or misleading. This Lease is being executed by the undersigned as a free and voluntary act, and not under any duress, coercion, or undue influence. The undersigned hereby waives any and all rights to rescind or annul this Lease, and agrees to hold the other party harmless from any and all claims, damages, or expenses, including reasonable attorney's fees, which may be incurred by the other party as a result of the undersigned's execution of this Lease.

ACQUEST
DESIGN/CONSTRUCTION

(b)(5); (b)(7)(F)

FAIRVIEW BUSINESS
PARK, ERIE PA

(b)(5); (b)(7)(F)

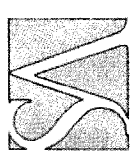
**FLOOR
PLAN**

ENTRANCE

CHECKED BY: [blank]
DATE: [blank]
APPROVED BY: [blank]
DATE: [blank]

00004

06/20/08



**SILVESTRI
ARCHITECTS - PC**



1000 E. 10th St.
Erie, PA 16512
Tel: 814.333.1111

DRAWING A-101

(b)(5)



Lease LPA09311

Gov't  Lessor 

Sept. 17, 1946, to the fact that the Government has been unable to obtain any information from the Japanese Government regarding the whereabouts of the missing American prisoners of war. The Government has been unable to obtain any information from the Japanese Government regarding the whereabouts of the missing American prisoners of war.

100

**FAIRVIEW BUSINESS
PARK, ERIE PA**

(b)(5); (b)(7)(F)

CLASSIFIED BY: _____
 AUTHORITY: _____
 DATE: _____

123 100

06/20/08



SILVESTRI
ARCHITECTS • PC

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DRAFTING A-301

(b)(5)

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(b)(5); (b)(7)(F)

FAIRVIEW BUSINESS
PARK, ERIE PA

EXTERIOR
ELEVATIONS

(b)(5); (b)(7)(F)

EXTERIOR

PROJECT NO.
08064

DATE
08/26/08

DATE
08/26/08



SILVESTRI
ARCHITECTS - PC

1000 E. 10TH AVE
SUITE 100
ANN ARBOR, MI 48106-1773

DRAWING A-302

(b)(5)

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**FAIRVIEW BUSINESS
PARK, ERIE PA**

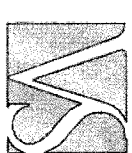
FLOOR PLAN

**ENCLOSED
PARKING**

STAVES

CREDIT TO: _____
 PRINCIPAL _____
 INTEREST _____

08064	8/20/08
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SILVESTRI
ARCHITECTS • PC

DRAWING A-101A

(b)(5)

NOTICE

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DATE 06/20/00 BY 60322 UCBAW/STP
REASON: 25X(1) (b)(5) DPP, (b)(7)(F)

ACQUEST
CORPORATION

(b)(5); (b)(7)(F)

FAIRVIEW BUSINESS
PARK, ERIE PA

EXTERIOR
ELEVATIONS
ENCLOSED
PARKING

EXTERIOR

PROJECT NO:
00004

DATE
06/20/00



SILVESTRI
ARCHITECTS - PC

1000 E. 10TH ST.
ANN ARBOR MI 48106

DRAWING A-301A

(b)(5)

...the ... of ...

The interest in the nature purity of the soil, as this is usually so favorable, is still in the air of the market on the whole. It is quite probable that the interest in the soil will be a factor in the future of the market.

Acquest

**FAIRVIEW BUSINESS
PARK, ERIE PA**

**EXTERIOR
ELEVATIONS**

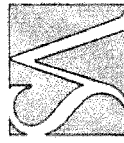
**ENCLOSED
PARKING**

INTRODUCTION

RESEARCH

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06/20/08



**SILVESTRI
ARCHITECTS • PC**

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DRAWING A-302A

(b)(5)

QUALITY OF BUILDING

Building Lobby

A main building entrance provides shelter from inclement weather. A stainless steel framed walk-off mat inside the vestibule is bordered with granite flooring. Honed granite flooring with borders and accent patterns will create a rich warm lobby floor pattern. The granite floor continues throughout the lobby. Clear or slightly tinted glass is used at the building entrance and throughout the lobby, allowing natural light to penetrate and brighten the main building entranceway. The natural light in the lobby is supplemented with artificial lighting that gives life and sparkle to the lobby walls and seating area. Generous use of fabric wall coverings and granite on the lobby walls will create a warm and interestingly textured wall for the visitor and users. The colors and materials of the lobby are selected to create an appropriate image for a Contemporary Style Federal Building.

This lobby, centered on the building entrance, provides a visual connection and centralized location for visitors and users of the facility.

The proposed building Construction will allow a large flexible open floor space, with a minimum number of columns providing a flexible interior environment for systems furniture and future modifications. The full requirement of approximately 30,000 ANSI/BOMA square feet is provided on one contiguous floor in two inter-connected buildings. Externalizing the building mechanical systems to the building roof provides for a high level of security and future flexibility in space planning interior layouts.

The typical office is designed for the technology requirements of today's office space. A ceiling height of 10 feet above finished floor is provided for appropriate scale and height for the large floor plate. Deep cell parabolic lighting provides a minimum of 50 foot candles at the workstation height. This lighting provides many positive benefits. Parabolic lighting reduces reflection and glare on computer screens and provides a soft and restful office environment. Special feature walls will be highlighted to create an interior environment with accents of light and color for visual interest. Typical materials in the office areas include high quality 18" x 18" carpet tile and/or high grade carpet, 2' x 2' tegular edge lay-in acoustical ceilings, gypsum board walls covered with vinyl wall covering, as required, and doors and hardware as required for open office and partitioned office areas.

Restroom finishes include ceramic tile on floors and wet walls, vinyl wall covering, and granite or corian countertops at lavatories. Restroom lighting enhances the materials and provides room lighting which include recessed cove lights and downlights.

Acquest will provide the following interior space finishes / upgrades:

Interior Upgrades

(b)(4)

(b)(4)

- Office Areas: 8' solid core doors with wood veneer throughout the building.
- Flooring: Two largest private offices - choice of hardwood floor or 42-oz. carpeting.
- Lobby: The lobby will be furnished with granite floors, partial granite walls, wood accents and fabric wall coverings, interior landscaping and designer ceilings and lighting, including wall sconces and parabolic lighting.
- Common Areas: Upgraded carpet, 32 oz.
- Lavatory Counter Top: Granite or corian lavatory counter top with plumbing insulated as required by ADA.
- Lavatory Faucets: Single lever type, chrome plated brass with pop-up drain and aerator, 2.5 GPM flow as manufactured by American Standard or equal.
- Water Closets: Elongated vitreous china, tank type, as manufactured by American Standard or equal. Handicapped models as required.

Parking

The building is a minimum of (b)(5) from any existing building and/or any public right-of-way. An architectural security fence will be provided as required along with a standard chain link fence around the entire site perimeter (*See Site Plan*)

No public parking will be made available within the

(b)(5)

(b)(5) A parking area for visitors outside the perimeter will be provided.

Access to the site will be controlled through two vehicle gates as shown on site plan.

Sidewalks

4" thick wide concrete with broom finish. Brick pavers and bollards at entrances.

Building

The building creates a new and distinctive form. The brick exterior ties the building to the area's surrounding architecture but nicer, and conveys strength and continuity.

The window units are energy efficient 1" glazed units will be made of clear or cool green-colored tinted glass to reduce glare and interior heat build-up. The windows are recessed from the face of the building exterior affording protection from the sun and rain.

Landscaping

Evergreen shrubs and lawn between building and sidewalk.

Combination of Blue Spruce and Flowering Trees around perimeter of site.

Exterior Site Lighting

The exterior site lighting has been designed to complement the overall building design and provide an interesting and safe environment for employees, visitors to the building and the public. Considerable study has been given to appropriate site features. Wall mounted luminaries feature 175 watt Metal Halide fixtures. These fixtures provide excellent nighttime lighting and provide a decorative element to the building during the day. Soffit lighting will contribute to the overall ambient lighting of the sidewalk. Security lighting at parking areas is provided by pole mounted light fixtures to provide lighting for the traffic flow to the parking area for the office and maintenance building. The average lighting level at the main sidewalks will be 10 foot candles. A minimum light level of 5 foot candles will be maintained at the sidewalks for pedestrians and a minimum light level of 5 foot candles will be maintained at the parking area for automobiles. In summary, the overall lighting of the exterior site will be excellent.

DESIGN CONCEPTS

(b)(4)

(b)(4)

Exterior Building Materials

The exterior building skin is brick giving it a contemporary federal style architecture. Windows consist of 1" glazed units comprised of a glass outer light and an energy efficient "low-e" glass innerlight. The aluminum framing is constructed with thermal breaks, exterior aluminum, glass entrance doors and hollow metal service doors.

Building Enclosure

The design consists of a centrally focused lobby. Roofing will be an architectural metal roof system with a 50 year warranty. The roofing system will comply with FM IA90 and local building codes for wind load and uplift.

The glazing system will be installed within a thermally broken; clear anodized aluminum finish framing system with 1" insulated glass outer light and energy advantage "low e" glass innerlight. Glass shall be green tinted float glass as manufactured by LOF providing the following:

Visible light transmittance.....	28%
Reflectance.....	33%
Total solar energy transmittance.....	18%
UV transmittance.....	4%
Solar heat gain coefficient.....	0.29
Shading coefficient.....	0.33

The building complex will consist of two connected building comprising approximately 30,000 square feet. The foundation will be concrete spread footings. The building will be constructed of wood framing. The floor will be 4" reinforced concrete floor slab with trowel finish over 6-mil PVC moisture barrier. The exterior walls are brick veneer. The exterior windows are fixed insulated tinted glass that will be tempered as required by code. There will be an extruded aluminum frame with Kynar finish (Kawneer or equal). The interior doorframes will be hollow, welded metal. Doors will be full height flush wood veneer with natural finish (3'x8'). Other specs as follows:

BUILDING SYSTEM

The building is designed to meet US LEED Certification standards. It is an energy efficient, automated, high technology, state-of-the-art office building. Building systems, including HVAC, electrical, lighting, plumbing, life safety, security and building

operation and controls will utilize the latest technological approaches for energy conservation and building management.

The HVAC system will provide energy efficient operation in both cooling and heating modes. A central mechanical system located on the roof, will provide heating and cooling to the building. Ducted supply air from a central fan room will be supplied to fan-powered VAV boxes serving zoned areas on the typical floor. (b)(5)

(b)(5) A 100% fresh air economizer cycle is designed into the system to provide free cooling during the transitional months in the spring and the fall. The system is also designed to meet the latest standards for indoor air quality. A computerized energy management control system for HVAC system, monitoring control and energy conservation will be provided.

Plumbing piping includes conventional waste and vent system. Hot and cold water is supplied to public lavatories and janitor closets. Domestic water is heated by gas fired water heaters.

Life Safety systems include

(b)(5)

Lighting systems will include fluorescent lighting with energy saving electronic ballasts, T-8 bulbs, and controlled operation of required locations with motion sensors.

DESIGN SPECIFICATIONS

MECHANICAL SYSTEMS

Design Conditions

Outdoor Design Conditions:

Summer Design:	Dry Bulb	94°F
Summer Design:	Wet Bulb	77°F
Winter Design:	Dry Bulb	0°F

Indoor Design Conditions:

	Summer	Winter
Office Spaces:	75°/45%	72°/40-60%
Public Areas (Lobbies, Corridor, etc.)	75°/45%	72°/40-60%
Computer Areas	72°/45%	72°/40-60%

Ventilation:

ASHRAE 62-89

Acoustics: (minimum)
rooms

NC 35 open office
NC 25 closed office, conference

NC 35 Lobby, Reception
NC 45 Computer rooms

Design Loading

Space Loading

Lighting:	2 Watts/SF
Equipment (offices):	2.5 Watts/SF
Equipment (Public Areas):	0 to 1 Watt/SF
Infiltration:	0.1 CFM per SF perimeter wall area
Ventilation:	CFM for ASHRAE 62-89

Compliance

	(20 CFM/Person for Office Space
People:	255 BTUH/Person Sensible
	255 BTUH/Person Latent

Air Distribution

The air will be delivered to the zones through an overhead duct system constructed of sheet metal. All supply ductwork will be insulated. The ceiling plenum will be used for return air. Slot type diffusers will be used in perimeter zones, while 2x2 stamped louvered face diffusers will be used on interior zones. Terminal units with air volume dampers (and some with reheat coils) will distribute the proper amount of air based on zone loading to each temperature zone. Fan-powered terminal units with hydronic reheat will be used for perimeter zones requiring heat. All terminal units will be equipped with electric damper actuators and will have direct digital control by the local microprocessors that are connected to the Building Management System (BMS). Approximately 30 terminal units will be provided; - this will be based on zoning requirement and space layout. The terminal units will range in size from 200 to 2000 CFM.

Dehumidification

Dehumidification will be accomplished by cooling the air at the cooling coils in the AHUs. By cooling the supply air to 55 degrees dry bulb and near saturation, enough water should drop out of the air to keep the space in a satisfactory range of relative humidity. If there are areas with high latent loads, our design approach would be to add a reheat coil to the AHU and "over-cool" then reheat the supply air to reach a relative humidity setpoint.

Zoning

The zoning will be designed such that an exterior zone approximately 15 feet deep is established around the perimeter of the building. This zone will be provided with both cooling and heating to offset the thermal effects of the building envelope, as well as the interior loads, such as people, lights and equipment. Spaces with dissimilar occupancies or different occupied schedules will not be grouped into a zone. Maximum area for any temperature control zone will be approximately 2000 SF. Typically, a maximum of three offices will be grouped to create a zone. All areas required to have individual temperature control will be a zone.

BUILDING MANAGEMENT SYSTEM (BMS)

(b)(5)

ELECTRICAL SYSTEMS

Load Analysis

The following criteria from the NEC 1996 have been utilized as a basis for the calculations:

Lighting

General Lighting capacity design to be 3.5 VA/SF per NEC 1996 table 220-3(b). The building service equipment will accommodate this capacity, however, the office floor based support equipment (panel boards) will be sized per the following demands:

Lighting, General Office Areas:	2.0 VA/SF
Lighting, Support Areas:	1.0 VA/SF
Lighting, Parking:	.25VA/SF

Receptacles

As required by SFO.

Service and Distribution

The power service transformer shall be a liquid filled, outdoor type, utility primary voltage to 480/277 VAC, 3-phase secondary service voltage.

From the main switchboard, copper conductors in metal conduit will distribute power to three distinct electrical distribution systems as follows:

The Normal, Isolated, and Essential power distribution systems; distribution of power within these systems will be achieved by utilizing the typical Essential and Isolated power Risers as a guideline for the design of the distribution system.

Power for general lighting and mechanical equipment will be distributed by means of 277/480 Volt, 3-phase panel boards and distribution panel.

Dry type transformers and distribution panels will be provided for 120/208 volt power distribution.

All panel boards shall be copper busing with bolt-on thermal-magnetic circuit breakers.

K-rated, shielded, isolation transformers and double neutral panel board arrangements will be provided for computer and technology related loads.

All main distribution panels to be provided with transient surge protection.

This proposal includes a UL Master Label "A" Certified Lightning Protection system. An NFPA 78 Lightning risk assessment will be performed to confirm the requirements for a building lightning protection system.

The grounding electrode conductor from the main service disconnect shall extend to concrete encased rebar, the building steel, the exterior metallic water service pipe, and to interior water pipes for dry-type distribution transformers per National Electrical Code (NEC 250) requirements.

Lighting controls shall consist of single switches or occupancy sensors for automatic light controls at enclosed offices and at open areas and interfacing with the building management system through low voltage controls for remote control and timing.

Lights shall be controlled with dimmer in training rooms and conference rooms.

Fire Alarm System

(b)(5)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

PROPERTY MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

CONSTRUCTION MANAGEMENT PLAN



(b)(4)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 1	DATE 6-24-09
	TO LEASE NO. GS-03B- 09311	

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISE **30 Traut Road
Erie, PA 16415-2824**

THIS AGREEMENT, made and entered into this date by and between

whose address is **CBP Erie, LLC
80 Curtwright Drive
Suite 5
Williamsville, New York 14221-7055**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. **To reflect change of ownership.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **April 1, 2009**, as follows:

1. The heading of this lease is amended by deleting the portion following "by and between..." "up to and whose interest in the property..." substituting, in lieu thereof, the following:

"This lease made and entered into this date by and between CBP Erie, LLC, whose address is 80 Curtwright Drive, Suite 5, Williamsville, NY 14221-7055".

2. "Paragraph 3 of the standard form 2 of the lease is amended by deleting the portion of the text following. Rent checks shall be made payable to..." and substituting, in lieu thereof, the following:

" CBP Erie, LLC
80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055"

3. Payment of rent checks to be sent electronically to:

Citizens Bank, N.A.
6850 Main Street
Williamsville, NY 14221-7055
Depositors Account Title: CBP Erie, LLC

This SLA contains 11 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **CBP Erie, LLC**

BY **(b)(6)**

(Signature)

IN THE PRESENCE OF **(b)(6)**

JP

(Title)

**80 Curtwright Dr., Suite 5, Williamsville,
N.Y. 14221**

(Address)

UNITED STATES OF AMERICA GSA, Public Building Services, Chesapeake Realty Services

BY **(b)(6)**

(Signature)

Contracting Officer

(Official Title)

REPRESENTATIONS AND CERTIFICATIONS
(Acquisition of Leasehold Interests in Real Property)

Solicitation Number
7PA2175

Dated
05-15-2008

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☒ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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 GOVERNMENT

(c) **Definitions.** As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.**

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **Definition.** "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **Representation.** [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

INITIALS:

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GSA FORM 3518 PAGE 2 (REV 1/07)

PAGE 3 OF 11

3. **52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. **52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. **52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above William L. Huntress, Managing Member [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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GOVERNMENT

(ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

☒ TIN: (b)(4)
☐ TIN has been applied for.
☐ TIN is not required because:

INITIALS: WJ & JK
LESSOR GOVERNMENT

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- ☐ Sole proprietorship; ☐ Government entity (Federal, State, or local);
- ☐ Partnership; ☐ Foreign government;
- ☒ Corporate entity (not tax-exempt); ☐ International organization per 26 CFR 1.6049-4;
- ☐ Corporate entity (tax-exempt); ☐ Other _____

(f) *Common Parent.*

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 831012245

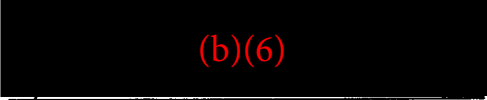
INITIALS:  & 
LESSOR GOVERNMENT

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☒ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) William L. Huntress, Managing Member CBP Erie, LLC 80 Curtwright Drive, Suite 5 Williamsville, NY 14221	TELEPHONE NUMBER (716) 204-3570
	 (b)(6) Signature	<u>June 02, 2009</u> Date

INITIALS:


LESSOR

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GOVERNMENT

Novation Agreement

Acquest Development Company

a New York corporation

("TRANSFEROR"),
CBP Erie, LLC

a New York limited liability company

("TRANSFeree"), and the United States General Services Administration
("GSA") enter into this Agreement as of June, 2009.
[Date]

(A) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into that certain lease (the "Lease") of real property with Transferor: Lease No. GS-03B-09311.

The term "Lease" as used in this Agreement, means the above-described lease, including all modifications, made between the Government and Transferor before the Effective Date of this Agreement (whether or not performance or payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these modifications). In addition, included in the term "Lease" are all modifications made under the terms and conditions of the Lease after the effective date of this Agreement.

(2) As of April 9, 2009, Transferor has transferred to
[Transfer Date]

Transferee all the assets of Transferor involved in performing its obligations under the Lease by virtue of a Corporation Deed to the Property.

(3) The Transferee has acquired all of the rights of the Transferor under and pursuant to the Lease by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been filed with the Government.

(B) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term "Lessor", as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) Transferor guarantees payment of all liabilities and the performance of all obligations that Transferee assumes under this Agreement. Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state listed above, with full right and authority to enter into this agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.

(12) This lease is hereby amended to include the provisions of GS Form 3518, which is attached hereto and made a part of this Agreement. [GS Form 3518 does not apply to Transferor and does not need to be completed prior to execution of this form by transferor.]

OBP Eyle, LLC
[Name] (b)(6)
By William L. Huntress

Title Managing Member

Acquest Development Company
[Name] (b)(6)
By William L. Huntress

Title President

United States of America,

By (b)(6)

Its: Contracting Officer

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO.2

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DATE

4/1/10

TO LEASE NO.

GS-03B-09311

ADDRESS OF PREMISES

30 Traut Road
Erie, PA 16415-2824

PDN# PS0016305

THIS AGREEMENT, made and entered into this date by and between **CBP Erie, LLC**

80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to approve change orders and provide for lump sum payment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 18, 2010 as follows:

The following change order has been approved:

1. Change Order #1 - The Lessor proposed to use Split Faced Energy CMU Block in lieu of Brick on the Enclosed Parking Area. This is a credit to the government in the amount of \$68,549.20. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 4 of this Supplemental Lease Agreement.
2. Change Order #2 - The Lessor proposed as part of his offer that the parking lot and roads would be concrete. The parking lot and roads have been changed to Asphalt. This is a credit to the government in the amount of \$51,514.95. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 4 of this Supplemental Lease Agreement.
3. Change Order #3 - The government has requested changes from dry wall to masonry block in rooms 112, 140, 139 from wall type 3 and 4 to wall type 10 and 11. This is a cost to the government in the amount of \$44,639.55. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 4 of this Supplemental Lease Agreement.
4. Change Order #4 - The government requested the addition of a two post vehicle rotary lift with reinforced slab in the enclosed garage. This is a cost to the government in the amount of \$14,605.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 4 of this Supplemental Lease Agreement.
5. Change Order #5R - The government requested the installation of a 5,000 gallon fireguard fuel tank with a complete monitoring system, overhead canopy with lighting, PC software for OEL packages and a concrete pad with safety bollards. This is a cost to the government in the amount of \$175,167.86. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 4 of this Supplemental Lease Agreement.
6. Change Order #6 - The government requested a change to the landscaping near the parking lot to add more planting areas and other types of trees to create a security screen. This is a cost to the government in the amount of \$63,250.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 4 of this Supplemental Lease Agreement.
7. Change Order #9 - The government requested the Lessor supply and install (b)(5). This is a cost to the government in the amount of \$21,999.50. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 5 of this Supplemental Lease Agreement.

Continued on page 2 of 7

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **CBP Erie, LLC**

BY

(b)(6)

(Signature)

VP

(Title)

IN PRESENCE OF (witnessed by):

(b)(6)

(Signature)

Admin. Assistant

(Title)

UNITED STATES OF AMERICA

BY

(b)(6)

(Signature)

Contracting Officer, GSA
(Official title)

**SUPPLEMENTAL LEASE AGREEMENT
No. 2**

Page 2 of 8

TO LEASE NO. GS-03B-09311

8. Change Order #10 - The government requested the Lessor install a concrete sidewalk to connect the dog run to the enclosed parking. This is a cost to the government in the amount of \$977.50. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 5 of this Supplemental Lease Agreement.
9. Change Order #12 - The government requested the Lessor install a (b)(5) for security. This is a cost to the government in the amount of \$402.50. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 5 of this Supplemental Lease Agreement.
10. Change Order #13R - The government requested the Lessor install ceramic tile flooring in lieu of epoxy flooring in rooms 131, 136, 137, and 144, to install ceramic tile in lieu of carpet in rooms 123 and 125. This is a cost to the government in the amount of \$6,067.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 5 of this Supplemental Lease Agreement.
11. Change Order #15R - The government requested the Lessor to supply and install additional card readers and duress lights. This is a cost to the government in the amount of \$31,308.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 6 of this Supplemental Lease Agreement.
12. Change Order #15R-1 - The government requested the Lessor supply and install the additional security wiring associated with Change Order #15R. This is a cost to the government in the amount of \$6,566.50. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 6 of this Supplemental Lease Agreement.
13. Change Order #16 - The government requested the Lessor install a standing seam metal roof and end gable over metal truss roof with brick columns over proposed dog run. This is a cost to the government in the amount of \$37,456.56. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 6 of this Supplemental Lease Agreement.
14. Change Order #17 - The government requested the Lessor supply and install a metal security lath above the ceilings in rooms 101, 115, 112, and 140. This is a cost to the government in the amount of \$2,535.75. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 6 of this Supplemental Lease Agreement.
15. Change Order #19 - CBP requested the Lessor supply and install two convex mirrors in room 151 and one way glass in rooms 146 and 154. This is a cost to the government in the amount of \$395.60. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 7 of this Supplemental Lease Agreement.
16. Change Order #20 - The government requested the Lessor supply and install four (4) detention grade stainless steel modesty screens in rooms 147, 148, 155, and 152. This is a cost to the government in the amount of \$4,272.25. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 7 of this Supplemental Lease Agreement.
17. Change Order #21 - The government requested the Lessor supply and install one transaction drawer in room 145. This is a cost to the government in the amount of \$2,304.60. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 7 of this Supplemental Lease Agreement.
18. Change Order #23R - The government requested the Lessor to raise the high of wall type 12 from 5'4" to 8'0". This is a cost to the government in the amount of \$1,630.97. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 7 of this Supplemental Lease Agreement.
19. Change Order #25 - The government requested the Lessor supply and install forty one (41) magnetic door contacts in lieu of the standard recessed contacts. This is a cost to the government in the amount of \$15,805.60. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 7 of this Supplemental Lease Agreement.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Initials: net & MB
Lessor Gov't

**SUPPLEMENTAL LEASE AGREEMENT
No. 2**

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TO LEASE NO. GS-03B-09311

20. Change Order #26 – The government has decided not to install the vehicle lift as part of this building and to reduce the fencing requirement. Since the Lessor has already installed reinforced concrete in this area the credit to the government is in the amount of \$12,995.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 7 of this Supplemental Lease Agreement.

The Government will pay a one time lump sum payment upon completion and acceptance of the approved change orders above in the amount of \$296,325.59 to be completed in accordance with (b)(4).

Upon completion of all the above referenced work, the Lessor shall notify the Contracting Officer for final inspection and acceptance of the space. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice to the Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth, Texas 76102-0181.

A properly executed invoice must reference the PDN number, lease, and SLA number and a description of the work and amount billed. A copy of the invoice must also be sent to the Contracting Officer at The Strawbridge's Building, 20 North 8th Street, Philadelphia, PA 19107. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Initials: west & MB
Lessor Gov't

(b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
1	Developer Initiated	Enclosed Parking Area - 12" Split Face Energy CMU Block in lieu of Brick	12" CMU Energy Block in lieu of using a 4" face brick with 8" CMU cavity wall system on the exterior walls of the enclosed parking garage	(\$68,549.20)	(\$68,549.20)
2	Developer Initiated	Parking Area Asphalt in lieu of concrete	Asphalt on all driveways and parking areas in lieu of concrete. The helipad will be constructed in concrete.	(\$51,514.95)	(\$51,514.95)
3	Customer Request (b)(5); (b)(7)(F)	Masonry	Interior room changes from drywall to masonry per Comment #A42, A43. Change the walls in rooms: 112 (LAN room), 140 (SBINET room), and 139 (ISSUE room) from wall type 3 and 4 (gypsum board partitions and metal frame) to wall type 10 and 11 (CMU partitions). The CMU walls will require the installation of a lintel above door 157E.	\$44,639.55	\$44,639.55
4	Customer Request (b)(5); (b)(7)(F)	Add Vehicle Lift	Add Vehicle lift (12,000 lb. two post lift by Rotary Lift, model #5P012) and Reinforce concrete slab under lift in enclosed parking garage.	\$14,605.00	\$14,605.00
5R	Customer Request (b)(5); (b)(7)(F)	Fuel Tank	Install a 5,000 gal Fireguard fuel tank with complete monitoring system, overhead canopy with lighting, PC software for OEL packages and Concrete pad with safety bollards. Original price request for 6,000 gal UL 2085 Convault tank with all the components above was \$303,600.00. Revised PCO submitted on 12/14/2009.	\$175,167.86	\$175,167.86
6	Customer Request (b)(5); (b)(7)(F)	Landscaping	Security Screen - (b)(5)	\$63,250.00	\$63,250.00
#	Customer Request (b)(5); (b)(7)(F)	Miscellaneous items	Miscellaneous changes described below (\$86,411 TOTAL)		
	Customer Request	Log Run Sidewalk	Resubmitted, see PCO #10 - Lessor's #7 Original price request \$977.50 10/23/09		
		Lighted Windsock	This shows on prototype drawing E100. Original price request \$6,267.50. NOT APPROVED		
	Customer Request (b)(5); (b)(7)(F)	Dog Kennel Roof	Add footers to support masonry columns, trusses, roof and gable end. Original pricing for these items \$44,096.75 Resubmitted, see PCO #16 - Lessor's #13. New Pricing has not been submitted yet 10/23/2009 Pricing received on 11/5/2009		
	Customer Request (b)(5); (b)(7)(F)	Door changes including one-way glass for door 146 and 154	Resubmitted, see PCO #10 - Lessor's #7 Original price request \$1,115.50 10/23/09		
		Change Light Fixtures to "Vandal Proof"	In front area to vandal proof type lights. Prototype drawings E111 show for vandal proof lights to be installed in holding cells, interrogation rooms, isolation rooms, processing at rear and front entrance (called type G) Original price request \$15,266.25 NOT APPROVED		



McDONOUGH
BOLYARD
PECK



U.S. General Services Administration

(b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
	Customer Request	(b)(5); (b)(7)(F) Door (b)(5)	Resubmitted, see PCO #12 - Lessor's #9. Original price request \$402.50 10/23/09		
		Add/Change to ceramic tile	Resubmitted, see PCO #13 - Lessor's #10. Original price request \$18,285.00 10/23/09		
7		Lights Site	Drawing SE-2 Supply and Install 11 new light poles complete with heads, concrete bases, circuits and breakdown controls, make location changes in existing poles per Comment #E1 and E12. Original price request \$108,397.99 NOT APPROVED		
8	Customer Request	(b)(5); (b)(7)(F) Big Ass Fan	Require 3 Industrial size Ceiling fans for garage - CBP will supply data. Original price request \$75,288.20 NOT APPROVED		
9	Customer Request	(b)(5); (b)(7)(F) Security & Alarm CCTV	(b)(5)	\$21,999.50	\$21,999.50
10	Customer Request	(b)(5); (b)(7)(F) Dog Run Sidewalk	Sidewalk per Comment A45. Concrete sidewalk will connect dog run to enclosed parking garage	\$977.50	\$977.50
11		Door Changes	Door Modification per Comment #A53 and A52. Change doors 105, 106, 111, 116, 117, 118, 120, 126, 140 to Type "N" narrow light . According to prototype A602 these doors were called to be Type N narrow light doors. Original price request \$1,115.50 NOT APPROVED		
12	Customer Request	(b)(5); (b)(7)(F) Door (b)(5)	(b)(5) for security.	\$402.50	\$402.50
13R	Customer Request	(b)(5); (b)(7)(F) Flooring Changes	Drawing A-901. Install ceramic tile flooring in lieu of epoxy flooring (Stonhard) in rooms (131, 136, 137 and 144); install ceramic tile flooring in lieu of carpet in rooms (123 and 125); and, add epoxy flooring (Stonhard) to Sally Port. Epoxy flooring in the Sally port was eliminated. Original price request \$16,771.60. Revised proposal submitted on 12/18/2009.	\$6,067.00	\$6,067.00
14		Security Fire Alarm	(b)(5) (equipment supplied by others). Mtg held on site on 1/8, Duplicated scope of work already shown on #15R. Original price request \$26, 628.25. VOIDED Non-duplicated scope will be added to PCO #15R1		

Initials:

Lessor

Government

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(b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
15R			<p>(b)(5)</p> <p>Original price request \$64,842.75. Revised proposal in the amount of \$55,205.75 submitted on 12/18/2009. Conference call held on 1/5/2010; U & S to revise proposal. The resulting SOW included in this proposal is the labor, material and equipment associated with the installation of:</p> <p>(b)(5)</p> <p>Lessor submitted revised proposal COP #24 on 1/12/2010</p>	\$31,308.00	\$31,308.00
15R-1			<p>Lessor submitted COP #25 on 1/12/2009 to included the following additonal scope of work:</p> <p>(b)(5)</p> <p>Lessor submitted COP #25 1/12/2010 in the amount of \$13,098.00. On-site meeting held on 1/21/2010 - scope of work was clarified. Lessor to revise and resubmit. Lessor submitted revised COP#22 on 1/22/2009 to include labor to install additional security wiring</p> <p>(b)(5)</p> <p>(equipment supplied by others).</p>	\$6,566.50	\$6,566.50
16	Customer Request	(b)(5); (b)(7)(F)	Add standing seam metal roof and end gable over metal truss roof with brick columns over proposed dog run location	\$37,456.56	\$37,456.56
17	Customer Request	(b)(5); (b)(7)(F)	Metal security lath above ceilings in Rooms 101, 115, 112 & 140 (Dwg #A-601).	\$2,535.75	\$2,535.75

Initials:

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Government

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McDONOUGH
BOLYARD
PECK



U.S. General Services Administration

(b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
18	(b)(5); (b)(7)(F) Customer Request	Extra Grouting Sealing Doors	Grouted four (4) security door & window frames in Rooms (b)(5); (b)(5) Dwg # A-802). According to the prototype drawings and specifications doors (b)(5) shall receive a "Security Door and Frame" which includes that the frame jambs are fully grouted Original price request \$3,339.60 NOT APPROVED		
19	(b)(5); (b)(7)(F) Customer Request	Carves Mirrors	COP # 16. Requested mirrors in Detention Area. Two (2) each convex mirrors in Room 151 - Processing (Dwg # A-105). Rooms # 146 & 154 should have one way glass	\$395.60	\$395.60
20	(b)(5); (b)(7)(F) Customer Request	Privacy Screens	Four (4) detention grade stainless steel modesty screens in Rooms 147, 148, 155 and 152 - Holding (Dwg # A-802 and A-108)	\$4,272.25	\$4,272.25
20R	(b)(5); (b)(7)(F) Customer Request	Privacy Screens	Four (4) detention grade stainless steel modesty screens in Rooms 147, 148, 155 and 152 - Holding (Dwg # A-802 and A-108) Deficiency - Non stainless steel modesty screens were installed, a credit is due to the government.		Requested credit, waiting on Acquest 3/17/10
21	(b)(5); (b)(7)(F) Customer Request	Transaction Drawer	one transaction drawer Model #TD1724TW in Room 145 - Control Room (DWG # A-802)	\$2,304.60	\$2,304.60
22	(b)(5); (b)(7)(F) Customer Request	Repair Bay (no HVAC)	Original price request \$247,621.60 NOT APPROVED		
23R	(b)(5); (b)(7)(F) Customer Request	Dog Kennel CMU Walls	Raise Wall Type 12 @ interior kennels from 5'4" to 8'-0" AFF. Original price request \$1,963.45. Received revised PCO on 12/18/2009.	\$1,630.97	\$1,630.97
24	(b)(5); (b)(7)(F) Customer Request	Alien Rights System	(2) - (42" LG -M4224C-BA LCD Flat Screen monitors) - which face the male hold, female hold and juvenile hold cells; (1) commercial grade DVD player (Pioneer V8000-Industrial) which will be located in the Control room; (4) vandal proof (Tamper resistant) speakers (One speaker per cell) (Placed in the Hold cells to be inaccessible by detainees); associated system wiring and power." Original price request \$14,938.50 NOT APPROVED		
25	(b)(5); (b)(7)(F) Customer Request	(b)(5); (b)(7)(F) Security adds per (b)(5); (b)(7)(F) request	Lessor's PCO #12A - install (b)(5)	\$15,805.60	\$15,805.60
26	Lessor Initiated	Fence and Vehicle Lift credit	Lessor's PCO #26 1. Fencing (\$1,800.00) 2. Vehicle Lift (\$11,155.00)	(\$12,995.00)	(\$12,995.00)

Initials:

Lessor

Government

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03/17/10



McDONOUGH
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U.S. General Services Administration

(b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
27	Lessor Initiated	New Light poles	Lessor's PCO #4-R Install 4 new light poles complete with heads, concrete bases, circuits and breakdown controls around the heliport. Original price request \$37,248.50 Conference call held on 2/12/2010. Acquest to propose alternate lighting scheme to provide 1-2 foot candles at the fence around the heliport; Acquest will request pricing from electrician directly. NOT APPROVED.		
28	Customer Request	(b)(5); (b)(7)(F) Obstruction lights on top of new Light poles	Lessor's PCO #27 - Install four (4) each LED obstruction lights on top of proposed Type C poles including underground wiring, circuit breaker and mounting brackets. Original price request \$19,032.00 NOT APPROVED. Alternate lighting option will be evaluated, see PCO #30		
29	Customer Request	(b)(5); (b)(7)(F) Communications Antenna	Lessor's PCO #28 - Furnish labor and materials to install (+6)Db, 22' top mount antenna with terminations inside the Lan Room and cable drops at (13) different rooms; includes grounding. Original price request \$21,775.25 NOT APPROVED		
29R	Customer Request	(b)(5); (b)(7)(F) Communications Antenna	Revised POC # 29 without the Antenna. The Antenna will be provided (supplied and installed by others.		Requested credit, waiting on Acquest 3/17/10
30	Lessor Initiated	Helipad Fence Lighting	Lessor's PCO #29 - Furnish labor and materials to install (8) 8'-6" new Type C light poles complete with (16) heads, concrete bases, circuits and controls.	\$62,514.00	Under review, waiting on CBP decision 3/17/10
HIGHLIGHTED PCO No. INDICATES APPROVAL					

TOTAL OF CHANGE ORDERS SUBMITTED TO DATE	TOTAL OF APPROVED CHANGE ORDERS TOTAL
TOTALS \$358,839.59	\$296,325.59

Initials:

Lessor

Government

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO.3 Page 1 of 6 TO LEASE NO. GS-03B-09311	DATE <div style="font-size: 1.5em; font-family: cursive;">5/5/10</div>
ADDRESS OF PREMISES 30 Traut Road Erie, PA 16415-2824		
THIS AGREEMENT, made and entered into this date by and between CBP Erie, LLC 80 Curtwright Drive, Suite 5 Williamsville, NY 14221-7055 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS , the parties hereto desire to amend the above Lease to establish the square footage, lease term, annual rent, incomplete items completion date, final certificate of occupancy completion date, and the repainting of privacy screens and benches.		
NOW THEREFORE , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is hereby amended effective <u>April 29, 2010</u> as follows:		
<div style="margin-left: 40px;"> <p>A. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:</p> <p style="margin-left: 40px;">* The lessor hereby leases to the Government the following described premises:</p> <p style="margin-left: 80px;">30,000 Rentable square feet of office yielding 28,900 ANSI BOMA office area square feet and related space in Fairview Business Park located at 30 Traut Road, Erie, PA, 16415 to be used for such purposes as determined by the General Services Administration."</p> <p style="margin-left: 80px;">Included in the rent at no additional cost to the government are 74 surface parking spaces.</p> </div> <div style="margin-left: 40px;"> <p>B. Paragraph 2 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:</p> <p style="margin-left: 40px;">* TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 29, 2010 through April 28, 2030 subject to termination and renewal rights as may be hereinafter set forth.</p> <p style="margin-left: 80px;">The Government may terminate this lease at any time after the fifteenth (15) full year of occupancy upon 90 days written notice to the Lessor. No rental shall accrue after the effective date of termination (this includes any Tenant Improvement costs amortized in the rent in years 16-20). Said notice shall be computed commencing with the day after the date of mailing."</p> </div>		
Continued on Page 2 of 6.		
ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>LESSOR: CBP Erie, LLC</p> <div style="background-color: black; width: 200px; height: 30px; margin: 5px 0;"></div> <div style="text-align: center; color: red;">(b)(6)</div> <p>BY _____</p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <div style="text-align: center; font-size: 1.5em; font-family: cursive;">vp</div> <p>_____</p> <p style="text-align: center;">(Title)</p> </div> </div> <div style="margin-top: 10px;"> <p>IN PRESENCE OF (witnessed by):</p> <div style="background-color: black; width: 200px; height: 30px; margin: 5px 0;"></div> <div style="text-align: center; color: red;">(b)(6)</div> <p>_____</p> <p style="text-align: center;">(Signature)</p> </div> <div style="margin-top: 10px;"> <div style="text-align: center; font-size: 1.5em; font-family: cursive;">Admin. Assistant</div> <p>_____</p> <p style="text-align: center;">(Title)</p> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>UNITED STATES OF AMERICA</p> <div style="background-color: black; width: 200px; height: 30px; margin: 5px 0;"></div> <div style="text-align: center; color: red;">(b)(6)</div> <p>BY _____</p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p>_____</p> <p style="text-align: center;">Contracting Officer, GSA</p> <p style="text-align: center;">(Official title)</p> </div> </div>		

SUPPLEMENTAL LEASE AGREEMENT
No. 3

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TO LEASE NO. GS-03B-09311

- C. Paragraph 3 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"The Government shall pay the Lessor annual rent of \$818,991.11 for years 1 -20 at the rate of \$68,249.26 per month. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CBP Erie, LLC
80 Curtwright Drive, Suite #5
Williamsville, NY 14221-7055"

- D. Paragraph 12 of the Lease Rider is hereby deleted and the following is inserted in lieu thereof:
*12. Rent shall be paid at the following rates:

Years 1 through 20:

Shell Rent: (b)(4) annually

Amortized cost for Tenant Alteration Allowance: (b)(4) annually

Interest rate at which Tenant Alterations are amortized: (b)(4) (TI Loan Amount (b)(4))

Cost of Services: (b)(4) annually

*The first (b)(4) of the lease shall be free of any and all rent (including shell, operating and tenant improvement costs).

- E. The Incomplete Items List dated April 29, 2010 must be completed by June 1, 2010.
F. The Final Certificate of Occupancy must be received by June 30, 2010.
G. The painted privacy screens and painted benches that were supposed to be stainless steel according to Change Order #20 in the processing area shall be repainted at the expense of the Lessor when requested by the Government.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Initials:

WOT
Lessor

&

MB
Gov't

Erie PA (b)(5); (b)(7)(F)
Final walk-thru (4-28-2010) Punch list open items

Item No.	Area	Date	Description	Completed by	Checked by	Comments
17	151 Processing	03/25/10	Address privacy in 152 female and 155 isolation holding cells			Acquest to provide price proposal
44	(b)(5)	03/25/10	Install missing audible alarm			
57	140 SABINET	03/25/10	140 Door strike plate is bent, caulk frame			
63	144 Vestibule	03/25/10	Install ceramic tile flooring			Acquest to provide credit
64	137 Cold Weather Gear	03/25/10	Floor drain - secure escutcheon to wall			CBP / GSA to review potential conflict with shelving. If conflict exist, Acquest to address.
75	135 Men's Lockers	03/25/10	Fill soap dispensers			
76	128 Women's Lockers	03/25/10	Fill soap dispensers			
106	113 Corridor	03/25/10	Install display case.			Display case has been installed. Restrain to match interior wood door color
112	159 Enclosed Parking	03/25/10	Paint / Touch up all doors			
121	Secured Parking	03/24/10	Light levels inside the secured parking behind the covered parking are less than 0.1 FC			
122	Secured Parking	03/24/10	Light levels at the vehicle gate (secured entry lane) on the east side of the facility are 0.9 FC			
123	Secured Parking	03/24/10	Light levels at the vehicle gate (secured exit lane) on the west side of the facility are 0.46 FC			
124	Secured Parking	03/24/10	Provide a minimum of 1-2 foot candles near the fence line on the north side of the facility.			
136	Site	03/25/10	Provide entrance and exit key pad with intercom at both vehicle gates; total of (4)			Needs to be interfaced with phone system
142	General	04/14/10	Provide "permanent" Fire Extinguisher signs			

new MG



Erie PA (b)(5); (b)(7)(F)
Final walk-thru (4-28-2010) Punch list open items

Item No.	Area	Date	Description	Completed by	Checked by	Comments
143	General	04/14/10	Provide Fire extinguishers tags			
145	Interior Kennels	04/14/10	Cap-off all chain-link fence tubes			
148	159 Enclosed Parking	04/14/10	Complete programming of lights			
149	159 Enclosed Parking	04/14/10	Door 159F - adjust - doesn't seal properly			
150	159 Enclosed Parking	04/14/10	Repair cracks in gypsum ceiling throughout			
151	159 Enclosed Parking	04/14/10	Wipe-off all ductwork surfaces			
153	159 Enclosed Parking	04/14/10	Clean power washer, connect and test			Connect and test
158		04/14/10	Door 156A - disable push button door opener above security pad			
159	(b)(5)	04/14/10	Roll-up doors, push buttons - Install cover to address security concern			
161		04/14/10	Install dehumidifier in ceiling, similar to the one in the Armory			
163	147 Juv	04/14/10	Provide negative pressure at all holding cells and interview rooms			Please provide test results.
165	151 Processing	04/14/10	Remove bubbles in interview room film			
177	General	04/14/10	All exterior windows glass film have bubbles, fix			
182	General	04/14/10	Remove construction debris, marks, paint, glue, wax and seal all ceramic tile surfaces (flooring, base, wainscott) throughout			
189	141 Mechanical	04/14/10	Door 141A - Clean / touch-up exterior door into mechanical room			
190	Exterior	04/14/10	Remove construction debris from fence line			
191	Exterior	04/14/10	Provide fuel tank routine maintenance schedule			

WCA 116

Erie PA (b)(5); (b)(7)(F)
Final walk-thru (4-28-2010) Punch list open items

Item No.	Area	Date	Description	Completed by	Checked by	Comments
193	General	04/14/10	Adjust all exterior doors			
203	Exterior	04/14/10	Install landscape			
204	Exterior	04/14/10	Install asphalt black top			
205	General Interior	04/14/10	Remove all construction debris, wipe-off all surfaces, sweep floor			
203	Interview rooms	04/28/10	Provide handcuff loops on the benches in the interview rooms			
204	(b)(5)	04/28/10	Water seepage around the sealant where the magnetic sensor was installed by the East roll-up door in the secure parking area; fix.			
205	160 Vehicle Wash	04/28/10	Adjust roll-up door by the wash bay. It failed to close all the way on the first four attempts.			
206	Exterior gates	04/28/10	Adjust card readers by the exit gates. It took several tries to activate the gate.			
Open Items						
207	LAN room	04/28/10	Install lockable cabinet in LAN room			
208	Exterior kennels	04/28/10	Provide exterior kennel screen cloth			
209	Exterior kennels	04/28/10	Provide chain-link mesh ceiling panel system			
210	(b)(5)	04/28/10	(b)(5)			
211	(b)(5)	04/28/10	(b)(5)			
212	Fitness room	04/28/10	Provide wall-to-wall mirrors in fitness room			
213	Muster room	04/28/10	Install owner supplied mail box compartments			
214	(b)(5)	04/28/10	Complete fiber optic cable from LAN room to room 165			

Erie PA (b)(5); (b)(7)(F)
Final walk-thru (4-28-2010) Punch list open items

Item No.	Area	Date	Description	Completed by	Checked by	Comments
215	(b)(5)	04/28/10	Provide system furniture electrical wiring			
216		04/28/10	Address lighting level requirements in helpad area			
217		04/28/10	Address defended set-back requirements in front of the building			

act NG

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO.4

Page 1 of 10

DATE

8/17/10

TO LEASE NO.

GS-03B-09311

ADDRESS OF PREMISES

30 Traut Road
Erie, PA 16415-2824

PDN# PS0017464

THIS AGREEMENT, made and entered into this date by and between **CBP Erie, LLC**

**80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to approve change orders, provide for lump sum payment and establish the base cost of services.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 07, 2010 as follows:

The following change orders have been approved:

1. Change Order #32 - The government requested the installation of systems furniture telecommunications/data wiring in rooms (b)(5). This is a cost to the government in the amount of \$5,625.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 7 of this Supplemental Lease Agreement.
2. Change Order #35 - The government requested the Lessor to supply and install a new rolling counter door in issue room 139. This is a cost to the government in the amount of \$2,107.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 7 of this Supplemental Lease Agreement.
3. Change Order #41 - The government has requested changes the Lessor to supply and install a (b)(4) with one set mounting brackets to be delivered by freight. This is a cost to the government in the amount of \$4,900.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 8 of this Supplemental Lease Agreement.
4. Change Order #42 - The government requested the Lessor to furnish and install one wall of mirror approximately 252" X 78". This is a cost to the government in the amount of \$2,770.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 8 of this Supplemental Lease Agreement.
5. Change Order #44 - The government requested the Lessor to furnish and install vinyl coated chain link fence roof panels. This is a cost to the government in the amount of \$6,886.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 8 of this Supplemental Lease Agreement.
6. Change Order #45 - The government requested the Lessor to install; 500 ft. of micron multimode fiber, one lockable cabinet, one 24 port patch panel, certify one 6 strand fiber, and relocate existing cable runs to cables. This is a cost to the government in the amount of \$11,125.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 8 of this Supplemental Lease Agreement.
7. Change Order #49 - The government requested the Lessor to supply and install Pro-Block 70% opacity windscreen on kennel fence and gates. This is a cost to the government in the amount of \$1,135.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 8 of this Supplemental Lease Agreement.

Continued on page 2 of 10

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **CBP Erie, LLC**

BY

(b)(6)

(Signature)

(Title)

IN PRESENCE OF (witnessed by):

(b)(6)

(Signature)

(Title)

UNITED STATES OF AMERICA

BY

(b)(6)

(Signature)

Contracting Officer, GSA

(Official title)

**SUPPLEMENTAL LEASE AGREEMENT
No. 4**

Page 2 of 10

TO LEASE NO. GS-03B-09311

8. Change Order #51 - The government requested the Lessor to install the owner supplied DELL lockable cabinet in the Lan room. Disconnect and relocate (2) post data rack and relates equipment. Reinstall all cabling and terminations. This is a cost to the government in the amount of \$7,016.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 9 of this Supplemental Lease Agreement.
9. Change Order #52 - The government requested the Lessor to remove the existing screen and relocate end post, install new privacy screens, paint new privacy screens and repair epoxy floor. This is a cost to the government in the amount of \$5,880.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 9 of this Supplemental Lease Agreement. (b)(5); (b)(7)(F)
10. Change Order #54 - The government requested the Lessor to supply and install fifteen (15) four hundred (400) Watt Metal Halide in four (4) different areas to address the lighting deficiencies. This is a cost to the government in the amount of \$29,844.00. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 9 of this Supplemental Lease Agreement. (b)(5); (b)(7)(F)

The Government will pay a one time lump sum payment upon completion and acceptance of the approved change orders above in the amount of \$77,288.00 to be completed in accordance with (b)(4).

Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Maya Godelman

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

A. Paragraph 10 of the Lease Rider is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated, October 24, 2008 which is \$144,900.00 annually is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 121 7 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

Continued on page 3 of 10

All other terms and conditions of the lease shall remain in force and effect.

Initials:

WCT
Lessor

&

MB
Gov't



McDONOUGH
BOLYARD
PECK



U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
1	Lessor Initiated	Enclosed Parking Area - 12" Split Face Energy CMU Block in lieu of Brick	12" CMU Energy Block in lieu of using a 4" face brick with 8" CMU cavity wall system on the exterior walls of the enclosed parking garage	(\$68,549.20)	(\$68,549.20)
2	Lessor Initiated	Parking Area Asphalt in lieu of concrete	Asphalt on all driveways and parking areas in lieu of concrete. The helipad will be constructed in concrete.	(\$51,514.95)	(\$51,514.95)
3	Customer Request (b)(5); (b)(7)(F)	Masonry	Interior room changes from drywall to masonry per Comment #A42, A43. Change the walls in rooms: 112 (LAN room), 140 (SBINET room), and 139 (ISSUE room) from wall type 3 and 4 (gypsum board partitions and metal frame) to wall type 10 and 11 (CMU partitions). The CMU walls will require the installation of a lintel above door 157E.	\$44,639.55	\$44,639.55
4	Customer Request (b)(5); (b)(7)(F)	Add Vehicle Lift	Add Vehicle lift (12,000 lb. two post lift by Rotary Lift, model #5P012) and Reinforce concrete slab under lift in enclosed parking garage.	\$14,605.00	\$14,605.00
5R	Customer Request (b)(5); (b)(7)(F)	Fuel Tank	Install a 5,000 gal Fireguard fuel tank with complete monitoring system, overhead canopy with lighting, PC software for OEL packages and Concrete pad with safety bollards. Original price request for 6,000 gal UL 2085 Convault tank with all the components above was \$303,600.00. Revised PCO submitted on 12/14/2009.	\$175,167.86	\$175,167.86
6	Customer Request (b)(5); (b)(7)(F)	Landscaping	Security Screen - Change landscaping near (b)(5)	\$63,250.00	\$63,250.00
#		Miscellaneous items	Miscellaneous changes described below (\$86,411 TOTAL)		
	Customer Request (b)(5); (b)(7)(F)	Dog Run Sidewalk	Resubmitted, see PCO #10 - Lessor's #7 Original price request \$977.50 10/23/09		
	Lessor Initiated	Lighted Windsock	This shows on prototype drawing E100. Original price request \$6,267.50. NOT APPROVED		
	Customer Request (b)(5); (b)(7)(F)	Dog Kennel Roof	Add footers to support masonry columns, trusses, roof and gable end. Original pricing for these items \$44,096.75 Resubmitted, see PCO #16 - Lessor's #13. New Pricing has not been submitted yet 10/23/2009 Pricing received on 11/5/2009		
	Customer Request (b)(5); (b)(7)(F)	Door changes including one-way glass for door 146 and 154	Resubmitted, see PCO #10 - Lessor's #7 Original price request \$1,115.50 10/23/09		
	Lessor Initiated	Change Light Fixtures to "Vandal Proof"	In front area to vandal proof type lights. Prototype drawings E111 show for vandal proof lights to be installed in holding cells, interrogation rooms, isolation rooms, processing at rear and front entrance (called type G) Original price request \$15,266.25 NOT APPROVED		

Initials: net

Lessor

MB
Government

PAGE 3 OF 10



McDONOUGH
BOLYARD
PECK



U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
	Customer Request (b)(5); (b)(7)(F)	Door (b)(5)	Resubmitted, see PCO #12 - Lessor's #9. Original price request \$402.50 10/23/09		
	Customer Request	Add/Change to ceramic tile	Resubmitted, see PCO #13 - Lessor's #10. Original price request \$18,285.00 10/23/09		
7	Developer Initiated	Lights Site	Drawing SE-2 Supply and Install 11 new light poles complete with heads, concrete bases, circuits and breakdown controls, make location changes in existing poles per Comment #E1 and E12. Original price request \$108,397.99 NOT APPROVED		
8	Customer Request (b)(5); (b)(7)(F)	Big Ass Fan	Require 3 Industrial size Ceiling fans for garage - CBP will supply data. Original price request \$75,288.20 NOT APPROVED		
9	Customer Request (b)(5); (b)(7)(F)	Security & Alarm CCTV	Supply and install (b)(5) Comment #37	\$21,999.50	\$21,999.50
10	Customer Request (b)(5); (b)(7)(F)	Dog Run Sidewalk	Sidewalk per Comment A45. Concrete sidewalk will connect dog run to enclosed parking garage	\$977.50	\$977.50
11		Door Changes	Door Modification per Comment #A53 and A52. Change doors 105, 106, 111, 116, 117, 118, 120, 126, 140 to Type "N" narrow light doors. According to prototype A602 these doors were called to be Type N narrow light doors. Original price request \$1,115.50 NOT APPROVED		
12	Customer Request (b)(5); (b)(7)(F)	Door (b)(5)	(b)(5) for security. hardware change.	\$402.50	\$402.50
13R	Customer Request (b)(5); (b)(7)(F)	Flooring Changes	Drawing A-901. Install ceramic tile flooring in lieu of epoxy flooring (Stonhard) in rooms (131, 136, 137 and 144); install ceramic tile flooring in lieu of carpet in rooms (123 and 125); and, add epoxy flooring (Stonhard) to Sally Port. Epoxy flooring in the Sally port was eliminated. Original price request \$16,771.60. Revised proposal submitted on 12/18/2009.	\$6,067.00	\$6,067.00
14	Developer Initiated	Security Fire Alarm	(b)(5) (equipment supplied by others). Mtg held on site on 1/8, Duplicated scope of work already shown on #15R. Original price request \$26,628.25. VOIDED Non-duplicated scope will be added to PCO #15R1		

Initials: Wet MG
Lessor Government

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McDONOUGH
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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
15R			(b)(5) Original price request \$64,842.75. Revised proposal in the amount of \$55,205.75 submitted on 12/18/2009. Conference call held on 1/5/2010; U & S to revise proposal. The resulting SOW included in this proposal is the labor, material and equipment associated with the installation of: (b)(5) Lessor submitted revised proposal COP #24 on 1/12/2010	\$31,308.00	\$31,308.00
16R-1	(b)(5); (b)(7)(F) Customer Request	(b)(5)	Lessor submitted COP #25 on 1/12/2009 to included the following additional scope of work: (b)(5) (equipment supplied by others). Lessor submitted COP #25 1/12/2010 in the amount of \$13,098.00. On-site meeting held on 1/21/2010 - scope of work was clarified. Lessor to revise and resubmit. Lessor submitted revised COP#22 on 1/22/2009 to include labor to install (b)(5) (equipment supplied by others).	\$6,566.50	\$6,566.50
18	(b)(5); (b)(7)(F) Customer Request	Kennel Roof	Add standing seam metal roof and end gable over metal truss roof with brick columns over proposed dog run location	\$37,456.56	\$37,456.56

Initials: nca MB
Lessor Government

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McDONOUGH
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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
17	Customer Request (b)(5); (b)(7)(F)	Metal Security Lath	Metal security lath above ceilings in Rooms 101, 115, 112 & 140 (Dwg #A-601). Security ceiling requirement for room is shown in drawing A111 of the prototype design.	\$2,535.75	\$2,535.75
18	Customer Request (b)(5); (b)(7)(F)	Extra Grouting Sealing Doors	Grouted four (4) security door & window frames in Rooms (b)(5) (Dwg # A-802). According to the prototype drawings and specifications doors (b)(5) shall receive a "Security Door and Frame" which includes that the frame jambs are fully grouted Original price request \$3,339.60 NOT APPROVED		
19	Lessor Initiated	Carves Mirrors	COP # 16. Requested mirrors in Detention Area. Two (2) each convex mirrors in Room 151 - Processing (Dwg # A-105). Rooms # 146 & 154 should have one way glass	\$395.60	\$395.60
19C	Customer Request (b)(5); (b)(7)(F)	Carves Mirrors Credit	Supersedes PCO#19. Requirement is shown on drawing A401. PCO #19 is VOID with this credit	(\$395.60)	(\$395.60)
20	Lessor Initiated	Privacy Screens	Four (4) detention grade stainless steel modesty screens in Rooms 147, 148, 155 and 152 - Holding (Dwg # A-802 and A-108)	\$4,272.25	\$4,272.25
20C	Customer Request (b)(5); (b)(7)(F)	Privacy Screens Credit	Supersedes PCO#20. Requirement is shown on drawing A401. PCO #20 is VOID with this credit. Deficiency - Non stainless steel modesty screens were installed, a credit is due to the government.	(\$4,272.25)	(\$4,272.25)
21	Lessor Initiated	Transaction Drawer	one transaction drawer Model #TD1724TW in Room 145 - Control Room (DWG # A-802)	\$2,304.60	\$2,304.60
21C	Customer Request (b)(5); (b)(7)(F)	Transaction Drawer Credit	Supersedes PCO#21. Requirement is shown on drawing A401. PCO #21 is VOID with this credit	(\$2,304.60)	(\$2,304.60)
22	Customer Request (b)(5); (b)(7)(F)	Repair Bay (no HVAC)	Original price request \$247,621.60 NOT APPROVED		
23	Customer Request (b)(5); (b)(7)(F)	Dog Kennel CMU Walls	Raise Wall Type 12 @ interior kennels from 5'-4" to 8'-0" AFF. Original price request \$1,963.45. Received revised PCO on 12/18/2009.	\$1,630.97	\$1,630.97
24	Customer Request (b)(5); (b)(7)(F)	Alien Rights System	(2) - (42" LG -M4224C-BA LCD Flat Screen monitors) - which face the male hold, female hold and juvenile hold cells; (1) commercial grade DVD player (Pioneer V8000-Industrial) which will be located in the Control room; (4) vandal proof (Tamper resistant) speakers (One speaker per cell) (Placed in the Hold cells to be inaccessible by detainees); associated system wiring and power." Original price request \$14,938.50 NOT APPROVED		

Initials:

Lessor

Government

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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
25	Customer Request	(b)(5); (b)(7)(F) Security adds per (b)(5); (b)(7)(F) request	Lessor's PCO #12A - (b)(5)	\$15,805.60	\$15,805.60
26	Lessor Initiated	Fence and Vehicle Lift credit	Lessor's PCO #26 1. Fencing (\$1,800.00) 2. Vehicle Lift (\$11,155.00)	(\$12,995.00)	(\$12,995.00)
27	Lessor Initiated	New Light poles	Lessor's PCO #4-R Install 4 new light poles complete with heads, concrete bases, circuits and breakdown controls around the heliport. Original price request \$37,248.50 Conference call held on 2/12/2010. Acquest to propose alternate lighting scheme to provide 1-2 foot candles at the fence around the heliport; Acquest will request pricing from electrician directly. NOT APPROVED.		
28	Lessor Initiated	Obstruction lights on top of new Light poles	Lessor's PCO #27 - Install four (4) each LED obstruction lights on top of proposed Type C poles including underground wiring, circuit breaker and mounting brackets. Original price request \$19,032.00 NOT APPROVED. Alternate lighting option will be evaluated, see PCO #30		
29	Customer Request	(b)(5); (b)(7)(F) Communications Antenna	Lessor's PCO #28 - Furnish labor and materials to install (+6)Db, 22' top mount antenna with terminations inside the Lan Room and cable drops at (13) different rooms; includes grounding. Original price request \$21,775.25 NOT APPROVED		
29R	Customer Request	(b)(5); (b)(7)(F) Communications Antenna	Lessor's PCO # 37. This PCO revises PCO#29 without the Antenna. The Antenna will be provided (supplied and installed by others. Original price request \$20,668.00 NOT APPROVED		
30	Lessor Initiated	Helipad Fence Lighting	Lessor's PCO #29 - Furnish labor and materials to install (8) 8'-6" new Type C light poles complete with (16) heads, concrete bases, circuits and controls. Original price request \$62,514.00 NOT APPROVED		
31	Customer Request	(b)(5); (b)(7)(F) Telecommunication / data outlets in Rooms (b)(5)	Provide 2 Data and 1 voice outlets inside rooms (b)(5) Original price request \$3,380.00. NOT APPROVED		
	Lessor Initiated	Systems furniture wiring	System Furniture telecommunications / data wiring in rooms (b)(5)	\$5,625.00	\$5,625.00
33	N/A	Not used			
34	N/A	Not used			
	Customer Request	(b)(5); (b)(7)(F) Rolling Counter Door in issue Room 139.	Supply and install new Rolling Counter Door in issue Room 139.	\$2,107.00	\$2,107.00

Initials: mes MB
Lessor Government



McDONOUGH
BOLYARD
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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
36	Customer Request (b)(5); (b)(7)(F)	Security ceiling in Room 139.	Installation of security ceiling in Room 139. Original price request \$1,681.00. The security ceiling is shown on drawing A111 of the prototype design. NOT APPROVED		
37	Customer Request (b)(5); (b)(7)(F)	Telephone line in room 101.	Lessor's PCO #30. Provide a separate phone line inside Lobby Room 101. NOT APPROVED.		
38	Lessor Initiated	Gate Intercom System	Provide an Intercom System for the Exterior Entrance / Exit Gates and Interior Intercom Station. Original price request \$12,270.00 NOT APPROVED. Prototype drawings A100 shows the requirement for the gate intercom system		
39	Lessor Initiated	(b)(5)	Original price request \$19,275.00 NOT APPROVED (b)(5) (b)(5) Lessor to supply cabinets per the contract.		
40	Customer Request (b)(5); (b)(7)(F)	Interview room mirror film	Furnish and install reflective mirror film onto the existing mirror glass in the two interview rooms. Original price request \$850.00 NOT APPROVED		
41	Lessor Initiated	(b)(5)	Supply and install (b)(5) with one set mounting brackets delivered by freight	\$4,900.00	\$4,900.00
42	Customer Request (b)(5); (b)(7)(F)	Fitness Room Mirror	Furnish and install one wall of mirror approximately 252" x 78".	\$2,770.00	\$2,770.00
43	Customer Request (b)(5); (b)(7)(F)	Mail Box Compartments	Install two Chamstrom Model HR28 (24 compartments each) with adhesive style L10 labels. Original price request \$8430.00 NOT APPROVED		
44	Customer Request (b)(5); (b)(7)(F)	Kennel Roof Panel	Furnish and install vinyl coated chain link fence roof panels. Additional pricing.	\$6,886.00	\$6,886.00
45	Customer Request (b)(5); (b)(7)(F)	Fiber Optic cable from Lan room to room 165	Install; 500 ft. of micron multimode fiber, one lockable cabinet, one 24 port patch panel, certify one 6 strand fiber, and relocate existing cable runs to cables. 4/22 Revised price from 12,750.00 to 11,125.00	\$11,125.00	\$11,125.00
46	Customer Request (b)(5); (b)(7)(F)	Communications terminations additional wire pulls	Install; wall with 2 data and 1 voice at each room, wire and terminate at each end, and test as required. Original price request \$3,380.00 NOT APPROVED		
47	Customer Request (b)(5); (b)(7)(F)	Communications terminations additional wire pulls	Install 6 cat phone line, and terminate and test in Lan room. Original price request \$1,380.00 NOT APPROVED		
48	Customer Request (b)(5); (b)(7)(F)	Furniture system wiring and communications in rooms 103,123, and 125	Eliminate wall receptacles and blank plate. Install power connection to new furniture, and connections for phone lines. VOIDED		
49	Customer Request (b)(5); (b)(7)(F)	Kennel screen cloth	Install Pro-Block 70% opacity windscreen on kennel fence and gates.	\$1,135.00	\$1,135.00

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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
50	Customer Request (b)(5); (b)(7)(F)	Install fence perimeter lighting	Install; 8 300 watt light fixtures with concrete base, 5 KVA transformers, control at main panel, and all circuits/ wires that are required to complete system. Breakdown requested on 4/14/2010 Price breakdown not provided. Original price request \$39,966.00 NOT APPROVED		
51	Customer Request (b)(5); (b)(7)(F)	(b)(5)	Install the owner supplied (b)(5) Disconnect and relocate (2) post data rack and relates equipment. Reinstall all cabling and terminations. The (b)(5) OIT supplied cabinet will resolve the issue of having (b)(5) Approval contingent on receiving confirmation from the lessor that if there is an issue with this work the lessor will repair it.	\$7,016.00	\$4,500.00
52	Customer Request (b)(5); (b)(7)(F)	Privacy Screen Revisions.	Remove existing screens and relocate end posts, install new privacy screens, repair and paint ceiling, paint new privacy screens, and repair epoxy flooring.	\$5,880.00	\$5,880.00
53	Customer Request (b)(5); (b)(7)(F)	Credit for ceramic tile in room 144	Pedimat was installed in lieu of ceramic tile. Ceramic tile for room 144 was paid through CO# 13R. Government requested credit.	\$ -	\$ -
54	Lessor Initiated	Additional site lights	Provide (15) 400W metal halide in (4) different areas to address site lighting deficiencies.	\$29,844.00	\$29,844.00
55	Customer Request (b)(5); (b)(7)(F)	Planters (only planters)	Provide 29 36" diameter X 38" high precast concrete planters Wausau Tile TF4095. Original price request \$54,995.00 VOIDED. See PCO 58		
56	Lessor Initiated	(b)(5)	Security / Fire Alarm changes to (b)(5) Original price request \$19,573.00 VOIDED. See PCO 60		
57	Customer Request (b)(5); (b)(7)(F)	LAN room grounding	Lessor's PCO #54. Provide 1. Install a # 6 ground wire from MDP ground bus to Lan room. 2. Install (1) 4"x12"x1/4" ground bar with insulators in Lan room. 3. Install (6) # 2 1a mechanical lugs to ground bar.	\$6,371.00	\$1,000.00
58	Customer Request (b)(5); (b)(7)(F)	Boulders	Lessor's PCO #56. Provide (16) "Pennsylvania Fieldstone" boulders. The boulders are approximately 36"-42" in diameter.	\$23,080.00	\$18,000.00
59	Lessor Initiated	Kennel wiring for telephone	Lessor's PCO #57. Provide 1- Install a Cat6 cable from the MDF in the LAN room to the IDF in the Kennel room 165. 2- Terminate at MDF and IDF. Original price request \$1,753.00 NOT APPROVED. Work part of original contract.		

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U.S. General Services Administration

Erie, PA

(b)(5); (b)(7)(F)

Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
60			Lessor's PCO #58		
	Lessor Initiated	Sallyport man doors	(b)(5)	\$3,122.00	\$3,000.00

HIGHLIGHTED PCO No. INDICATES APPROVAL

	TOTAL OF CHANGE ORDERS SUBMITTED TO DATE	APPROVED CHANGE ORDERS TOTAL
TOTALS	\$399,214.14	\$386,125.14
	SLA No.2	\$296,325.59
	SLA No.X	\$89,799.55

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**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO.5

Page 1 of 10

DATE

9/27/10

TO LEASE NO.

GS-03B-09311

ADDRESS OF PREMISES

7851 Traut Drive
Fairview, PA 16415-2463

PDN# PS0018478

THIS AGREEMENT, made and entered into this date by and between **CBP Erie, LLC**

**80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to approve change orders, provide for lump sum payment and correct the address of premise.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 14, 2010 as follows:

A. The following change orders have been approved:

1. Change Order #57 - The government requested the installation of #6 ground wire from the MDP ground bus to the LAN room, install 4" X 12"X ¼" ground bar with insulators in LAN room, and install (6) #2 1a mechanical lugs to ground bar. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 9 of this Supplemental Lease Agreement.
2. Change Order #58 - The government requested the Lessor to supply and install (16) Pennsylvania Fieldstone boulders. The boulders are approximately 36" - 42" in length. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 9 of this Supplemental Lease Agreement.
3. Change Order #60 - The government has requested changes the Lessor to supply and replace the cylinders in doors 157B, 157C, 157E, and 151A with Schlage double cylinder locksets L9082P. Please reference the (b)(5); (b)(7)(F) Change Order Log on page 10 of this Supplemental Lease Agreement.

The total combined price of the change orders above (57, 58, and 60) is **\$22,545.00**.

Continued on page 2 of 10

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: CBP Erie, LLC

BY (b)(6)
(Signature)

✓ P

(Title)

IN PRESENCE OF (witnessed by):

(b)(6)
(Signature)

Admin. Assistant
(Title)

UNITED STATES OF AMERICA

BY (b)(6)
(Signature)

Contracting Officer, GSA
(Official title)

**SUPPLEMENTAL LEASE AGREEMENT
No. 5**

Page 2 of 10

TO LEASE NO. GS-03B-09311

The Government will pay a one time lump sum payment upon completion and acceptance of the approved change orders above in the amount of \$22,545.00 to be completed in accordance with (b)(4)

Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Maya Godelman

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- B. The "Address of Premise" on the Standard Form 2 is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"7851 Traut Drive
Fairview, PA 16415-2463"

- C. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

" The lessor hereby leases to the Government the following described premises:

30,000 Rentable square feet of office yielding 28,900 ANSI BOMA office area square feet and related space in Fairview Business Park located at 7851 Traut Drive, Fairview, PA, 16415-2463 to be used for such purposes as determined by the General Services Administration.

Continued on page 3 of 10

All other terms and conditions of the lease shall remain in force and effect.

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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
1	Lessor Initiated	Enclosed Parking Area - 12" Split Face Energy CMU Block in lieu of Brick	12" CMU Energy Block in lieu of using a 4" face brick with 8" CMU cavity wall system on the exterior walls of the enclosed parking garage	(\$68,549.20)	(\$68,549.20)
2	Lessor Initiated	Parking Area Asphalt in lieu of concrete	Asphalt on all driveways and parking areas in lieu of concrete. The helipad will be constructed in concrete.	(\$51,514.95)	(\$51,514.95)
3	Customer (CBP) Request	Masonry	Interior room changes from drywall to masonry per Comment #A42, A43. Change the walls in rooms: 112 (LAN room), 140 (SBINET room), and 139 (ISSUE room) from wall type 3 and 4 (gypsum board partitions and metal frame) to wall type 10 and 11 (CMU partitions). The CMU walls will require the installation of a lintel above door 157E.	\$44,639.55	\$44,639.55
4	Customer Request	(b)(5); (b)(7)(F) Add Vehicle Lift	Add Vehicle lift (12,000 lb. two post lift by Rotary Lift, model #5P012) and Reinforce concrete slab under lift in enclosed parking garage.	\$14,605.00	\$14,605.00
5R	Customer Request	(b)(5); (b)(7)(F) Fuel Tank	Install a 5,000 gal Fireguard fuel tank with complete monitoring system, overhead canopy with lighting, PC software for OEL packages and Concrete pad with safety bollards. Original price request for 6,000 gal UL 2085 Convault tank with all the components above was \$303,600.00. Revised PCO submitted on 12/14/2009.	\$175,167.86	\$175,167.86
6	Customer Request	(b)(5); (b)(7)(F) Landscaping	Security Screen - (b)(5)	\$63,250.00	\$63,250.00
#	Customer Request	Miscellaneous items	Miscellaneous changes described below (\$86,411 TOTAL)		
	Customer Request	(b)(5); (b)(7)(F) Dog Run Sidewalk	Resubmitted, see PCO #10 - Lessor's #7 Original price request \$977.50 10/23/09		
	Lessor Initiated	Lighted Windsock	This shows on prototype drawing E100. Original price request \$6,267.50. NOT APPROVED		
	Customer Request	(b)(5); (b)(7)(F) Dog Kennel Roof	Add footers to support masonry columns, trusses, roof and gable end. Original pricing for these items \$44,096.75 Resubmitted, see PCO #16 - Lessor's #13. New Pricing has not been submitted yet 10/23/2009 Pricing received on 11/5/2009		
	Customer Request	(b)(5); (b)(7)(F) Door changes including one-way glass for door 146 and 154	Resubmitted, see PCO #10 - Lessor's #7 Original price request \$1,115.50 10/23/09		
	Lessor Initiated	Change Light Fixtures to "Vandal Proof"	In front area to vandal proof type lights. Prototype drawings E111 show for vandal proof lights to be installed in holding cells, interrogation rooms, isolation rooms, processing at rear and front entrance (called type G) Original price request \$15,266.25 NOT APPROVED		

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U.S. General Services Administration

Erie, PA (b)(5): (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
	Customer Request	(b)(5): (b)(7)(F) Door (b)(5)	Resubmitted, see PCO #12 - Lessor's #9. Original price request \$402.50 10/23/09		
	Customer Request	(b)(5): (b)(7)(F) Add/Change to ceramic tile	Resubmitted, see PCO #13 - Lessor's #10. Original price request \$18,285.00 10/23/09		
7	Developer Initiated	Lights Site	Drawing SE-2 Supply and Install 11 new light poles complete with heads, concrete bases, circuits and breakdown controls, make location changes in existing poles per Comment #E1 and E12. Original price request \$108,397.99 NOT APPROVED		
8	Customer Request	(b)(5): (b)(7)(F) Big Ass Fan	Require 3 Industrial size Ceiling fans for garage - CBP will supply data. Original price request \$75,288.20 NOT APPROVED		
	Customer Request	(b)(5): (b)(7)(F) Security & Alarm CCTV	Supply and install (b)(5) Comment #37	\$21,999.50	\$21,999.50
10	Customer Request	(b)(5): (b)(7)(F) Dog Run Sidewalk	Sidewalk per Comment A45. Concrete sidewalk will connect dog run to enclosed parking garage	\$977.50	\$977.50
11		Door Changes	Door Modification per Comment #A53 and A52. Change doors 105, 106, 111, 116, 117, 118, 120, 126, 140 to Type "N" narrow light doors. According to prototype A602 these doors were called to be Type N narrow light doors. Original price request \$1,115.50 NOT APPROVED		
12	Customer Request	(b)(5): (b)(7)(F) Door (b)(5)	(b)(5) for security.	\$402.50	\$402.50
13	Customer Request	(b)(5): (b)(7)(F) Flooring Changes	Drawing A-901. Install ceramic tile flooring in lieu of epoxy flooring (Stonhard) in rooms (131, 136, 137 and 144); install ceramic tile flooring in lieu of carpet in rooms (123 and 125); and, add epoxy flooring (Stonhard) to Sally Port. Epoxy flooring in the Sally port was eliminated. Original price request \$16,771.60. Revised proposal submitted on 12/18/2009.	\$6,067.00	\$6,067.00
14	Developer Initiated	Security Fire Alarm	(b)(5) Mtg held on site on 1/8, Duplicated scope of work already shown on #15R. Original price request \$26,628.25. VOIDED Non-duplicated scope will be added to PCO #15R1		

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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

APPENDIX B 17

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
15R			Proposal includes installation cost for (b)(5) Original price request \$64,842.75. Revised proposal in the amount of \$55,205.75 submitted on 12/18/2009. Conference call held on 1/5/2010; U & S to revise proposal. The resulting SOW included in this proposal is the labor, material and equipment associated with the installation of: (b)(5) Lessor submitted revised proposal COP #24 on 1/12/2010	\$31,308.00	\$31,308.00
15R-1	(b)(5); (b)(7)(F) Customer Request	(b)(5)	Lessor submitted COP #25 on 1/12/2009 to included the following additional scope of work: (b)(5) Lessor submitted COP #25 1/12/2010 in the amount of \$13,098.00. On-site meeting held on 1/21/2010 - scope of work was clarified. Lessor to revise and resubmit. Lessor submitted revised COP#22 on 1/22/2009 to include labor to install (b)(5)	\$6,566.50	\$6,566.50
15R-2	Lessor Initiated	(b)(5)	Add standing seam metal roof and end gable over metal truss roof with brick columns over proposed dog run location	\$37,456.56	\$37,456.56
	(b)(5); (b)(7)(F) Customer Request	Kennel Roof			

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Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
17	Customer Request (b)(5); (b)(7)(F)	Metal Security Lath	Metal security lath above ceilings in Rooms 101, 115, 112 & 140 (Dwg #A-601). Security ceiling requirement for room is shown in drawing A111 of the prototype design.	\$2,535.75	\$2,535.75
18	Customer Request (b)(5); (b)(7)(F)	Extra Grouting Sealing Doors	Grouted four (4) security door & window frames in Rooms (b)(5) (Dwg # A-802). According to the prototype drawings and specifications doors (b)(5) shall receive a "Security Door and Frame" which includes that the frame jambs are fully grouted Original price request \$3,339.60 NOT APPROVED		
19	Lessor Initiated	Carves Mirrors	COP # 16. Requested mirrors in Detention Area. Two (2) each convex mirrors in Room 151 - Processing (Dwg # A-105). Rooms # 146 & 154 should have one way glass	\$395.60	\$395.60
19R	Customer Request (b)(5); (b)(7)(F)	Carves Mirrors Credit	Supersedes PCO#19. Requirement is shown on drawing A401. PCO #19 is VOID with this credit	(\$395.60)	(\$395.60)
20	Lessor Initiated	Privacy Screens	Four (4) detention grade stainless steel modesty screens in Rooms 147, 148, 155 and 152 - Holding (Dwg # A-802 and A-108)	\$4,272.25	\$4,272.25
20R	Customer Request (b)(5); (b)(7)(F)	Privacy Screens Credit	Supersedes PCO#20. Requirement is shown on drawing A401. PCO #20 is VOID with this credit. Deficiency - Non stainless steel modesty screens were installed, a credit is due to the government.	(\$4,272.25)	(\$4,272.25)
21	Lessor Initiated	Transaction Drawer	one transaction drawer Model #TD1724TW in Room 145 - Control Room (DWG # A-802)	\$2,304.60	\$2,304.60
21R	Customer Request (b)(5); (b)(7)(F)	Transaction Drawer Credit	Supersedes PCO#21. Requirement is shown on drawing A401. PCO #21 is VOID with this credit	(\$2,304.60)	(\$2,304.60)
22	Customer Request (b)(5); (b)(7)(F)	Repair Bay (no HVAC)	Original price request \$247,621.60 NOT APPROVED		
23	Customer Request (b)(5); (b)(7)(F)	Dog Kennel CMU Walls	Raise Wall Type 12 @ interior kennels from 5'-4" to 8'-0" AFF. Original price request \$1,963.45. Received revised PCO on 12/18/2009.	\$1,630.97	\$1,630.97
24	Customer Request (b)(5); (b)(7)(F)	Alien Rights System	(2) - (42" LG -M4224C-BA LCD Flat Screen monitors) - which face the male hold, female hold and juvenile hold cells; (1) commercial grade DVD player (Pioneer V8000-Industrial) which will be located in the Control room; (4) vandal proof (Tamper resistant) speakers (One speaker per cell) (Placed in the Hold cells to be inaccessible by detainees); associated system wiring and power." Original price request \$14,938.50 NOT APPROVED		

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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
25	Customer Request	(b)(5); (b)(7)(F) Security adds per (b)(5); (b)(7)(F) request	Lessor's PCO #12A - install (b)(5)	\$15,805.60	\$15,805.60
26	Lessor Initiated	Fence and Vehicle Lift credit	Lessor's PCO #26 1. Fencing (\$1,800.00) 2. Vehicle Lift (\$11,155.00)	(\$12,995.00)	(\$12,995.00)
27	Lessor Initiated	New Light poles	Lessor's PCO #4-R Install 4 new light poles complete with heads, concrete bases, circuits and breakdown controls around the heliport. Original price request \$37,248.50 Conference call held on 2/12/2010. Acquest to propose alternate lighting scheme to provide 1-2 foot candles at the fence around the heliport; Acquest will request pricing from electrician directly. NOT APPROVED.		
28	Lessor Initiated	Obstruction lights on top of new Light poles	Lessor's PCO #27 - Install four (4) each LED obstruction lights on top of proposed Type C poles including underground wiring, circuit breaker and mounting brackets. Original price request \$19,032.00 NOT APPROVED. Alternate lighting option will be evaluated, see PCO #30		
29	Customer Request	(b)(5); (b)(7)(F) Communications Antenna	Lessor's PCO #28 - Furnish labor and materials to install (+6) Db, 22' top mount antenna with terminations inside the Lan Room and cable drops at (13) different rooms; includes grounding. Original price request \$21,775.25 NOT APPROVED		
29R	Customer Request	(b)(5); (b)(7)(F) Communications Antenna	Lessor's PCO # 37. This PCO revises PCO#29 without the Antenna. The Antenna will be provided (supplied and installed by others. Original price request \$20,668.00 NOT APPROVED		
30	Lessor Initiated	Helipad Fence Lighting	Lessor's PCO #29 - Furnish labor and materials to install (8) 8'-6" new Type C light poles complete with (16) heads, concrete bases, circuits and controls. Original price request \$62,514.00 NOT APPROVED		
31	Customer Request	(b)(5); (b)(7)(F) Telecommunication / data outlets in Rooms (b)(5)	Provide 2 Data and 1 voice outlets inside rooms (b)(5) Original price request \$3,380.00. NOT APPROVED		
32	Lessor Initiated	Systems furniture wiring	System Furniture telecommunications / data wiring in rooms 103, 123 and 125.	\$5,625.00	\$5,625.00
33	N/A	Not used			
34	N/A	Not used			
35	Customer Request	(b)(5); (b)(7)(F) Rolling Counter Door in issue Room 139.	Supply and install new Rolling Counter Door in issue Room 139.	\$2,107.00	\$2,107.00

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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
36	Customer Request (b)(5); (b)(7)(F)	Security ceiling in Room 139.	Installation of security ceiling in Room 139. Original price request \$1,681.00. The security ceiling is shown on drawing A111 of the prototype design. NOT APPROVED		
37	Customer Request (b)(5); (b)(7)(F)	Telephone line in room 101.	Lessor's PCO #30. Provide a separate phone line inside Lobby Room 101. NOT APPROVED.		
38	Lessor Initiated	Gate Intercom System	Provide an Intercom System for the Exterior Entrance / Exit Gates and Interior Intercom Station. Original price request \$12,270.00 NOT APPROVED. Prototype drawings A100 shows the requirement for the gate intercom system		
39	Lessor Initiated	(b)(5)	Original price request \$19,275.00 NOT APPROVED (b)(5)		
40	Customer Request (b)(5); (b)(7)(F)	Interview room mirror film	Furnish and install reflective mirror film onto the existing mirror glass in the two interview rooms. Original price request \$850.00 NOT APPROVED		
41	Lessor Initiated	(b)(5)	Supply and install (b)(5) with one set mounting brackets delivered by freight	\$4,900.00	\$4,900.00
42	Customer Request (b)(5); (b)(7)(F)	Fitness Room Mirror	Furnish and install one wall of mirror approximately 252" x 78".	\$2,770.00	\$2,770.00
43	Customer Request (b)(5); (b)(7)(F)	Mail Box Compartments	Install two Charnstrom Model HR28 (24 compartments each) with adhesive style L10 labels. Original price request \$8430.00 NOT APPROVED		
44	Customer Request	Kennel Roof Panel	Furnish and install vinyl coated chain link fence roof panels. Additional pricing,	\$6,886.00	\$6,886.00
45	Customer Request (b)(5); (b)(7)(F)	Fiber Optic cable from Lan room to room 165	Install; 500 ft. of micron multimode fiber, one lockable cabinet, one 24 port patch panel, certify one 6 strand fiber, and relocate existing cable runs to cables. 4/22 Revised price from 12,750.00 to 11,125.00	\$11,125.00	\$11,125.00
46	Customer Request (b)(5); (b)(7)(F)	Communications terminations additional wire pulls	Install; wall with 2 data and 1 voice at each room, wire and terminate at each end, and test as required. Original price request \$3,380.00 NOT APPROVED		
47	Customer Request (b)(5); (b)(7)(F)	Communications terminations additional wire pulls	Install 6 cat phone line, and terminate and test in Lan room. Original price request \$1,380.00 NOT APPROVED		
48	Customer Request (b)(5); (b)(7)(F)	Furniture system wiring and communications in rooms 103,123, and 125	Eliminate wall receptacles and blank plate. Install power connection to new furniture, and connections for phone lines. VOIDED		
49	Customer Request (b)(5); (b)(7)(F)	Kennel screen cloth	Install Pro-Block 70% opacity windscreen on kennel fence and gates.	\$1,135.00	\$1,135.00

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U.S. General Services Administration

Erie, PA (b)(5); (b)(7)(F)
Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
50	Customer Request	(b)(5); (b)(7)(F) Install fence perimeter lighting	Install; 8 300 watt light fixtures with concrete base, 5 KVA transformers, control at main panel, and all circuits/ wires that are required to complete system. Breakdown requested on 4/14/2010 Price breakdown not provided. Original price request \$39,966.00 NOT APPROVED		
51	Customer Request	(b)(5)	Install the owner supplied (b)(5) Disconnect and relocate (2) post data rack and relates equipment. Reinstall all cabling and terminations. The (b)(5) OIT supplied cabinet will resolve the issue of (b)(5) Approval contingent on receiving confirmation from the lessor that if there is an issue with this work the lessor will repair it.	\$4,500.00	\$4,500.00
52	Customer Request	(b)(5); (b)(7)(F) Privacy Screen Revisions.	Remove existing screens and relocate end posts, install new privacy screens, repair and paint ceiling, paint new privacy screens, and repair epoxy flooring.	\$5,880.00	\$5,880.00
53	Customer Request	(b)(5); (b)(7)(F) Credit for ceramic tile in room 144	Pedimat was installed in lieu of ceramic tile. Ceramic tile for room 144 was paid through CO# 13R. Government requested credit.		
54	Lessor Initiated	Additional site lights	Provide (15) 400W metal halide in (4) different areas to address site lighting deficiencies.	\$29,844.00	\$29,844.00
55	Customer Request	(b)(5); (b)(7)(F) Planters (only planters)	Provide 29 36" diameter X 38" high precast concrete planters Wausau Tile TF4095. Original price request \$54,995.00 VOIDED. See PCO 58		
56	Lessor Initiated	Sally port doors (b)(5)	(b)(5) Original price request \$19,573.00 VOIDED. See PCO 60		
57	Customer Request	(b)(5); (b)(7)(F) LAN room grounding	Lessor's PCO #54. Provide 1. Install a # 6 ground wire from MDP ground bus to Lan room. 2. Install (1) 4"x12"x1/4" ground bar with insulators in Lan room. 3. Install (6) # 2 1a mechanical lugs to ground bar.	\$6,371.00	\$1,000.00
58	Customer Request	(b)(5); (b)(7)(F) Boulders	Lessor's PCO #56. Provide (16) "Pennsylvania Fieldstone" boulders. The boulders are approximately 36"-42" in diameter.	\$23,080.00	\$18,000.00
59	Lessor Initiated	Kennel wiring for telephone	Lessor's PCO #57. Provide 1- Install a Cat6 cable from the MDF in the LAN room to the IDF in the Kennel room 165. 2- Terminate at MDF and IDF. Original price request \$1,753.00 NOT APPROVED. Work part of original contract.		

Initials:

Lessor

Government



McDONOUGH
BOLYARD
PECK



U.S. General Services Administration

Erie, PA

(b)(5); (b)(7)(F)

Change Order Log

Potential Change Order No.	Initiator	Description	Comments	Proposed Cost	Approved Cost
88	Lessor Initiated	Sallyport man doors	Lessor's PCO #58 (b)(5)	\$3,122.00	\$3,000.00
HIGHLIGHTED PCO No. INDICATES APPROVAL					

	TOTAL OF CHANGE ORDERS SUBMITTED TO DATE	APPROVED CHANGE ORDERS TOTAL
TOTALS	\$396,698.14	\$386,125.14

SLA No.2	\$296,325.59
SLA No.4	\$77,288.00
SLA No.X	\$12,511.55

Initials:

Lessor

Government

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO.6

Page 1 of 3

DATE

1/5/11

TO LEASE NO.

GS-03B-09311

ADDRESS OF PREMISES

7851 Traut Drive
Fairview, PA 16415-2463

PDN#

THIS AGREEMENT, made and entered into this date by and between CBP Erie, LLC

80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to incorporate changes to the GSA Form 3517.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 30, 2010 as follows:

- A. The following changes have been made to the General Clauses, Number 2 and Number 17 of this lease contained in document GSA Form 3517 which are hereby deleted and replaced with the following:

2. SUBLETTING AND ASSIGNMENT:

"The Government may sublet any part of the premises but shall neither relinquish any rights under this lease nor be relieved from any obligations under this Lease by reason of any such subletting. The Government may at any time assign this lease, but shall neither relinquish any protections under this Lease nor be relieved from any obligations under this Lease by reason of any such assignment; provided, however, that (1) upon the Government's request, the Lessor and the Government shall diligently, reasonably, and in good faith negotiate and agree on the form and substance of any documents relating to the assignment of the Lease by the Government; and (2) simultaneously with giving notice in writing of any default under or related to this Lease to the assignee, the Lessor shall deliver such notice in writing, to the Government and the Government shall have the same cure periods as that given to the assignee or as provided in the Lease, whichever is longer, to cure such default under the Lease."

17. Fire and Casualty Damage:

- (a) "If the said premise is totally destroyed by fire or other casualty, the Government shall have the right to terminate this Lease by written notice to Lessor in writing as soon as practicable within sixty (60) days after the occurrence of such event, provided however, if the Lessor certifies to the Government within thirty (30) days of such fire or other casualty that the premise can and will be repaired and restored within one (1) year of such fire or other casualty, then the provisions of subparagraph (b) shall apply. In the event the Government fails to provide written notice of termination as aforesaid or elects not to terminate this Lease or the Lessor has provided the certification set forth above, then the Lessor shall commence repair and restoration in accordance with subparagraph (b) below it being understood in such case that subparagraph (b) below shall apply and that all references to partial destruction in subparagraph (b) below shall be deemed to mean total destruction for purpose of this subparagraph (a).

Continued on page 2 of 3

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: CBP Erie, LLC

BY

(b)(6)

(Signature)

IN PRESENCE OF (witnessed by):

(b)(6)

(Signature)

UNITED STATES OF AMERICA

BY

(b)(6)

(Signature)

JP

(Title)

M. Augustin Carter

(Title)

Contracting Officer, GSA
(Official title)

TO LEASE NO. GS-03B-09311

- (b) In the event of partial destruction or damage that renders the entire premise untenable, as reasonably determined by the Government, then (1) the Lessor shall as soon as practicable within one (1) year of such partial destruction or damage, diligently commence the repair or restoration of the entire premises to a tenable condition and shall complete such repair and restoration as soon as practicable with such one (1) year period by diligently commencement and continuous pursuit of such repair or restoration, (2) the rent during the period of partial destruction or damage shall be wholly abated during the period that such partial destruction or damage to any portion renders the entire premise untenable effective from the date of such partial destruction or damage, (3) the Government shall reoccupy the premises only upon completion, as reasonably determined by the Government, of such repairs or restoration with the one (1) year period identified in (a) and (b)(1) immediately above, and (4) the Government shall not be permitted to terminate this Lease during such one (1) year period as a result of such destruction or damage so long as the Lessor completes, as reasonably determined by the Government, such repair or restoration within such one (1) year period.
- (c) In the event of partial destruction or damage that renders a part of the premises untenable as reasonably determined by the Government then (1) the Lessor shall as soon as practicable within one hundred eighty (180) days of such partial destruction or damage, diligently commence the repair or restoration of such portion of the premises to the condition in which such part of the premises existed before destruction or damages and complete such repair or restoration within such one hundred eighty (180) day period by diligent commencement and continuous pursuit of such repair or restoration, (2) the rent during the period of partial destruction or damage shall be proportionately abated during the period that such part of the premises is untenable effective from the date of such partial destruction or damage, (3) the Government shall reoccupy such part of the premises upon completion of such repairs or restoration as reasonably determined by the Government, and (4) the Government shall not be permitted to terminate this Lease during such one hundred eighty (180) day period as a result of such destruction or damage so long as the Lessor completes, as reasonably determined by the Government, such repair and restoration within such one hundred eighty (180) day period. Solely for purposes of determining the proportion of the rent that shall be abated during such period of untenability, any part of the premises that have not been rendered untenable by such partial destruction or damage but the use of which by the Government is substantially related to and dependant upon the availability of such part of the premises that have been rendered untenable by such partial destruction or damage shall be, as reasonably determined by the Government, rendered untenable for such period of untenability.
- (d) As soon as practicable after a partial destruction or damage to the premise, but in no event more than thirty (30) days thereafter the Lessor shall provide to the Government a schedule and plan for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plan for repair or restoration of the premises with the Government's approval not to be unreasonably withheld, conditioned, or delayed.
- (e) Nothing in this Lease shall have construed as relieving Lessor from liability for damage to or the destruction of property of the United States of America caused by the Government or its employees.
- (f) In the event of a fire or other casualty not caused by the Government or its employees which renders all or a portion of the premises untenable, but with respect to which the Lease is not terminated and the premises will be repaired and restored and the Government will reoccupy the damaged portion of the premises as provided in subparagraphs (b) or (c) above, Lessor, to the extent of Insurance proceeds available therefore, will reimburse the Government for reasonable moving and temporary relocation, costs and expenses (which shall not include any rental expense to provide temporary premises other than rental cost in excess of rent abated as a result of the casualty, and costs to replace personal property damaged or destroyed as a result of the casualty or an cost to repair or restore the premises to the condition such premises was in prior to the casualty, but shall include all third party cost incurred by the Government to provide temporary replacement premises for the tenant agency occupying the premises until such premises has been repaired or restored to the condition such premises were in prior to the casualty and is again ready for Government occupancy) the Government may incur in connection with the casualty effecting the said premises. To the extent such moving and temporary relocation cost exceed available insurance proceeds the Government shall have the option (to be exercised no later than six months following the acceptance of the premises following the casualty) to extend the term of the Lease for a number of days equal to the rental value of the amount of such excess costs. During such Lease extension the total annual rent payable to the Government shall be equal to the base operating expenses as escalated to the date of such extension period. The Lessor agrees to procure a policy in the amount of \$3,700,000.00 which will name the Government as an also insured and will be available to reimburse Lessor for various costs and expenses associated with a casualty including reasonable moving and temporary relocation costs and expenses of the Government which it may incur in connection with a casualty effecting the premises. Such reimbursement shall not be the Government's exclusive remedy provided in the preceding sentences, the Government shall have no rights to the proceeds of the Lessor's insurance of the payment of said moving/relocation cost"

Continued on page 3 of 3

All other terms and conditions of the lease shall remain in force and effect.

Initials: ME & MF
Lessor Gov't

TO LEASE NO. GS-03B-09311

- B. Monetary Considerations for Change to the General Clauses: In exchange for the changes listed in Paragraph A of Supplement Lease Agreement Number 6, the Lessor shall forego its request for an additional \$9,032/annum of operating cost increase over the total term of the Lease. Operating cost and operating cost base year will remain as described in the current Lease and no changes will be made.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Initials: NEB & MG
Lessor Gov't

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO.7

Page 1 of 1

DATE

7/18/11

TO LEASE NO.

GS-03B-09311

ADDRESS OF PREMISES

7851 Traut Drive
Fairview, PA 16415-2463

PDN#

THIS AGREEMENT, made and entered into this date by and between **CBP Erie, LLC**

**80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to increase shell rent for the maintenance and replacement, taxes, and insurance of additional change orders.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 15, 2011 as follows:

A. Paragraph 12 of the Lease Rider as amended by Supplemental Lease Agreement Number Three is hereby deleted and the following is inserted in lieu thereof:

"12. Rent shall be paid at the following rates:

Years 1 through 20:

Shell Rent: (b)(4) annually

Amortized cost for Tenant Alteration Allowance: (b)(4) annually

Interest rate at which Tenant Alterations are amortized: (b)(4) (TI Loan Amount (b)(4))

Cost of Services: (b)(4) annually

*The first (b)(4) of the lease shall be free of any and all rent (including shell, operating and tenant improvement costs).

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **CBP Erie, LLC**

BY

(b)(6)

(Signature)

VP

(Title)

IN PRESENCE OF (witnessed by):

(b)(6)

(Signature)

Admin. Assistant

(Title)

UNITED STATES OF AMERICA

BY

(b)(6)

(Signature)

Contracting Officer, GSA

(Official title)